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COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF WATERTOWN

And the

CITY OF WATERTOWN UNIT 7151

Of JEFFERSON LOCAL 823

of the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

JULY 1, 2010 - JUNE 30, 2013

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PREAMBLE

WHEREAS, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 declares that it is the public policy of the State of New York and the purposes of the Law to promote harmonious and cooperative relationships between government and its employees and to protect the public by government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government; which policies and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employees Relation Board to resolve disputes, and by continuing the prohibition against strikes by public employees and

WHEREAS, the City Council of the City of Watertown, New York, in accordance with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 after determining that the City of Watertown Unit of the Jefferson County Chapter Civil Service Employees Association, Inc. met the basic requirements for recognition under the Act which include, among other factors, a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, by adopting a resolution to this effect on January 8, 1968, and

WHEREAS, collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures, and a contract has been evolved.

RESOLVED that the City Council of Watertown, New York, on behalf of the City of Watertown, New York, hereinafter referred to as the "City," and the City Unit 7151 of the Civil Service Employees Association, Inc., Jefferson Local 823, hereinafter referred to as the "Association" enter into this agreement the 6th day of December, 2010 as follows:

ARTICLE I
RECOGNITION

The City recognizes the CSEA LOCAL 1000, AFSCME, AFL-CIO, City Unit 7151 of the Civil Service Employees Association, Inc., Jefferson Local 823 as the sole and exclusive bargaining agent for and on behalf of all General Employees of the City Unit, exclusive of Police and Fire Personnel, exclusive of employees represented by the International Brotherhood of Electrical Workers (IBEW) Local 1249, and exclusive of those positions as hereinafter defined in Section 10 of Article 2.

ARTICLE 2
GENERAL QUALIFYING CONDITIONS

Section 1. The City recognizes that the Association represents a common community of interest among its membership.

Section 2. The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such deductions. Such payroll deductions shall be remitted to the Civil Service Employees Association, Inc., Capital Station, P.O. Box 7125, Albany, New York 12224, on a payroll period basis.

Section 3. The City shall extend to the Association the right to membership dues deduction pursuant to Section 208 of Article 14 of the New York State Civil Service Law as long as said Association shall remain the certified bargaining agent for all general employees of the City.

Section 4. Separate deductions will be made for membership dues, agency shop fees, group life, accident and sickness, supplemental life, dental, and vision insurances and will be reflected separately on the employee's paycheck stub. An alphabetical listing of deductions should be sent to CSEA each pay period reflecting the employee's name, social security number and dollar amount deducted for dues, agency shop and for each insurance program. Checks covering the payroll deductions are to be submitted with the deduction information.

Checks should be made payable as follows:

A = Dues/payable to CSEA Inc.

B = Group Life/Insurance/payable to Pearl Carroll and Associates, LLC

C = Accident & Sickness Insurance/payable to Pearl Carroll and Associates, LLC.

D = Supplemental Life Insurance/payable to Pearl Carroll and Associates, LLC.

E = Dental and Vision Insurance/payable to CSEA/EBF Inc.

Section 5.

(a) The Association shall be entitled to have deducted from the wage or salaries of employees described in Section 3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed one hundred percent (100%) of the regular membership dues, which represents the employee's pro rata share of expenditures by the Association.

(b) The Association shall be solely responsible for remitting back to the employee his or her pro rata share of membership dues deduction, which represents expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

Section 6. The City agrees that the Association shall be the sole and exclusive representative of its membership for the purpose of the Public Employees Fair Employment Act.

Section 7. The Association agrees that it will not strike against the City, nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist, or participate in such a strike.

Section 8. The City agrees that no member of the Association shall be discriminated against, coerced, restrained or influenced in any manner because of his/her membership in the Association or by reason of holding office in the Association.

Section 9. No clause or provision of this agreement shall be construed to cause the impairment or waiver of any State Law not applicable to employees who are members of the Association.

Section 10.

(a) Notwithstanding any other provision, this contract shall not apply to the employees occupying the following positions who are management's representatives: All

department, unit and agency heads including, but not limited to:

Accounting Supervisor

All Employees in the Office of the City Manager
to include Planning Dept.

Assistant City Engineer

Assistant Superintendent of Public Works

Automotive Mechanic Supervisor

Chief Wastewater Treatment Plant Operator

Chief Water Treatment Plant Operator

City Assessor

City Clerk

City Comptroller

City Engineer

Civil Engineer I

Civil Engineer II

Code Enforcement Supervisor

Deputy City Clerk

Deputy City Comptroller

Deputy Fire Chief

Executive Secretary to the Civil Service Commission

Fire Chief

Information Technology Manager

Laboratory Director

Librarian III

Library Director III

Parks and Recreation Maintenance Supervisor

Police Captain

Police Chief

Purchasing Agent

Refuse Collection Supervisor

Street and Sewer Maintenance Supervisor

Superintendent of Parks and Recreations

Superintendent of Public Works

Superintendent of Water
Supervisor of Maintenance and Distribution
Wastewater Treatment Plant Operations Supervisor

(b) Effective upon the execution of this agreement by both parties, employees occupying these positions, as specified above, must withdraw from full Association membership. Current employees who occupy such positions may, at their option, retain Association membership in the Association for insurance purposes only. New employees appointed to the positions may not enroll in the Association.

Section 11. In justice and fairness to the City, all members of the Association will regard themselves as public employees and shall report to work on time, will not leave the job early unless properly relieved, will be prompt in reporting to their duties as assigned and will obey all lawful rules, regulations and orders as established by and for the departments.

ARTICLE 3

TERM AND SCOPE OF AGREEMENT

Section 1. The term of this agreement shall be for the period of July 1, 2010 through June 30, 2013.

Section 2. This agreement shall cover all terms and conditions of employment as defined in the *New York State Public Employees Employment Act*. (TAYLOR LAW)

ARTICLE 4

COMPENSATION

Section 1.

(a) The City shall continue to provide a pay plan for general employees as established by the resolution of the City Council adopted May 8, 1967 and as subsequently amended. The rate of compensation for positions occupied by general employees shall be as provided in the attached Schedules A,B and C.

Schedule A reflects a one and one-half percent (1.5%) increase in grades 6-24 inclusively of the General Employees Pay Plan effective and retroactive to July 1, 2010.

Schedule B reflects a one and one-half percent (1.5%) increase in grades 6-24 inclusively of the General Employees Pay Plan effective July 1, 2011.

Schedule C reflects a two percent (2.0%) increase in grades 6-24 inclusively of the

General Employees Pay Plan effective July 1, 2012.

(b) In addition to the Pay Plans described in "(a)" above, the City agrees to continue a Longevity Payment Plan in the following amounts:

1. Beginning at the end of six (6) years of service for the City, a payment of Three Hundred and Fifty Dollars (\$350).
2. Beginning at the end of twelve (12) years of service for the City, a payment of Seven Hundred Dollars (\$700).
3. Beginning at the end of eighteen (18) years of service for the City, a payment of One Thousand and Fifty Dollars (\$1050).
4. Beginning at the end of twenty-five (25) years of service for the City, a payment of One Thousand Four Hundred Dollars (\$1,400). (Effective 7/1/2003)

Amounts paid under the Longevity Pay Plan shall be used in determining the employee's regular rate of pay, as stipulated by the Fair Labor Standards Act.

(c) Employees hired after December 23, 1993, shall not be afforded the benefit of earning longevity payments as specified in Paragraph (b) of this Section.

Section 2.

(a) All provisions or allowances for compensatory time shall be eliminated except as provided under Article 4 Section 2 (c), 2 (b) herein.

(b) Pay for work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half. All paid leave, to include vacation, sick and personal leave, bereavement and military reserve time, in accordance with Military Law under Section 242 of the New York State Law, will be considered as time worked when computing overtime. All overtime earned in a pay period shall be paid in the same pay period.

(c) All holiday work shall be observed on the dates set forth in Article 5, Section 2.

1. All permanent, provisional, or probationary employees will receive eight (8) hours holiday pay at the regular straight time

rate. Employees who hold temporary appointments shall not be paid Holiday pay.

- 2a. All employees working overtime will be paid at the rate of time and one-half the regular straight time rate, except for overtime work performed on Sundays and Holidays. Overtime work performed on Sundays will be paid at double the straight time rate.
- 2b. All employees not scheduled to work on a Holiday, but who are called into work, will receive, in addition to the Holiday Pay referred to in Paragraph 1 above, one and one-half (1-1/2) times the regular rate for the first eight (8) hours of actual work and double time for work performed over eight (8) hours. In such instances employees shall have the option of taking the holiday pay in either cash or compensatory time at the rate of time and one half. If taken in compensatory time, such time off shall be taken within ninety (90) days of the holiday, provided that manpower strength is sufficient and supervisory approval is obtained.
- 2c. Employees scheduled to work the Holiday will be paid at the regular rate for the first eight (8) hours and double time for any work performed over eight (8) hours, in addition to the Holiday pay referred to in paragraph 1 above.
- 2d. For the terms of this contract, the phrase

"scheduled to work" will mean notification at least seven (7) calendar days prior to the shift. Any notification of less than seven (7) calendar days will be considered a call-in.

Section 3

(a) New Appointments:

New appointments shall be made at the A step of the appropriate salary grade to which a class title has been assigned. However, under special conditions and subject to the approval of the City Manager, new appointments may be made in the A, B or C step when such action is determined to be in the best interest of the City.

(b) Annual Increases:

1. Increases within each appropriate salary range shall be made annually effective on the employee's anniversary date on the basis of a full twelve (12) months of work from Step A to Step F, if the work of an employee has been satisfactory for the preceding year as certified by his/her department, agency or unit head.

2. An employee returning from military leave shall be reinstated at the salary level he/she would have attained if he/she had remained in City employment continuously.

3. An employee on leave without pay for more than one (1) month during the preceding year (or the twelve (12) months immediately prior to his/her anniversary date) shall not be eligible for an increase until after completion of the equivalent period on the job.

(c) Promotions and Job Classifications and Reclassifications:

1. Promotions

Promotions shall be made in such manner that the employee involved receives a salary increase of at least one (1) step of his/her grade prior to promotion. In special cases where the amount of increase between the employee's former pay and the new pay is not adequate, the City Manager is authorized to adjust the new pay rate by an additional step.

2. Job Classification and Reclassification

Employees whose positions are changed by job classification action, such as the Watertown Municipal Civil Service Commission's Classification Plan adopted April 22, 1970, and any changes thereto that may subsequently be taken shall:

(a) If the pay grade is higher, be assigned to the new grade in such manner as to give the employee the benefit of moving to the equivalent step of the new pay grade.

(b) If lower, be assigned to the equivalent step in the lower pay grade, if possible, without reduction in pay.

(d) Transfers:

1. An employee who is transferred from one department, agency or unit to another and continues in the same class title shall continue at the same pay rate.

2. An employee who is transferred from one department, agency or unit to another and assumes duties of another class title of a lower rate of pay shall be reduced to a salary step within the lower pay range.

(e) Demotions:

1. An employee who is demoted shall be reduced to the maximum rate for his/her new classification, or he/she shall continue at the same pay rate, whichever is the lower.

(f) Grade Change:

1. When a pay grade for a class is raised, the employee in the class shall be placed at the step in the new grade which would give him/her a salary increase by moving him/her to his/her equivalent step in the new pay grade.

2. When a pay grade for a class is lowered an employee shall be retained at the same salary but shall not be eligible for subsequent raises if his/her pay is above the maximum for the grade.

(g) Changes in Pay Plan:

1. All changes in amounts of pay grades and assignments of classes to pay grades shall be made by amendment to the pay plan by approval of the City Council.

2. Individual employees who are of the belief that their duties and responsibilities in their positions merit assignment of their positions to higher pay grades than those which presently exist may use the following procedure for an orderly consideration of the merits of the request for assignment to a higher pay grade.

(a) Any regular permanent employee may request that his/her pay grade be reviewed for consideration of assignment to a higher pay grade at any time except that no more than one such consideration shall be afforded to an employee or a class of positions in a twelve (12) month period.

(b) The employee who wishes to have his/her pay grade reviewed shall reduce his/her request to writing, preferably typed, with supporting explanation. Reasons must be stated.

(c) The employee shall submit his/her request to his/her department head.

(d) The department head shall review the employee's request and give a written recommendation with reasons for the recommendation to the City Manager within five (5) work days of the receipt of the request from the employee.

(e) The City Manager shall make his/her review of the request, including but not necessarily required, an interview with the individual employee, department heads and others if the City Manager so desires, and shall submit his/her written recommendation, including reasons to the City Council within ten(10) work days of the receipt of the request.

(f) The City Council shall review in conference the employee's request and City Manager's recommendation. The City Council shall reach its determination to deny or grant the change, or substitute any other change it wishes within ten (10) work days of the receipt of the request.

(g) The City Council's decision shall be made known to the employee by written letter sent to the employee by the City Manager. If the employee is a member of an association, a copy of the City Council's decision shall be sent to the President of his/her association at the time the individual employee is notified. If a change in pay grade is made by the City Council, it will be made in accordance with all other rules of the Pay Plan. The Pay Plan change would be made effective the date of the adoption of the Pay Plan Amendment affecting the particular position.

(h) Nothing herein shall preclude the City Manager from reviewing and advising the City Council on inequities that may exist in the Pay Plan, or from making proposals for changes in the Pay Plan for the City Council's consideration.

(i) Nothing herein is intended to imply that this is a means for complete review or wholesale changes in the Pay Plan. This rule is to apply for individual situations, and will not be used as a means for wholesale changes.

(j) Nothing herein shall preclude the City Council's right to amend or change the overall City Pay Plan, or the City Council's right to amend the Pay Plan at anytime that it sees fit.

(k) The City agrees to provide the President of the Association with a copy of its final decision by the City Council at the time the individual employee is notified.

(h) Method of Payment:

1. Employees of the City shall be paid biweekly.

Section 4. Any employee who is required to work in a position classification which has a higher salary grade than the employee is presently assigned to, shall receive pay at the starting salary of the higher salary grade or the next step above the employee's existing salary at the higher salary grade for all hours worked in the higher classification. Any disputes shall be referred to arbitration as outlined in Article 7.

Section 5. The City recognizes the right of employees of the Association to petition to the Municipal Civil Service Commission for reclassification of positions in accordance with Rule XXIII "Classification Plan" of the Civil Service Rules of the City of Watertown, New York.

Section 6. When an employee is called in or ordered in to work in an emergency other than normal work hours, said employee shall be paid two (2) hours at one and one-half (1 1/2) their regular straight time rate as a minimum. The maximum shall be governed by the applicable straight time rate, overtime, Sunday or holiday rate, as the case may be. Call-ins during lunch period shall not be included in this Section as long as the employee is given time to eat his/her lunch after the emergency. When such call-in occurs on Sunday, the hourly rate for such call-in shall be at double time.

The provisions of this Section shall not be construed as requiring the City to pay call-in pay in the event that an employee is called into work during a two (2) hour period for which an entitlement to call-in pay has already been earned.

Section 7. The City and Association agree that individuals working as the wingman on a plow, or on the back of a paver will be paid as a Motor Equipment Operator.

Section 8. Jury Duty

(a) Employees shall be granted leave with regular pay and benefits when they are required to report to jury duty during their regularly scheduled duty time. The City will not reimburse employees when they are required to report to jury duty during their regular days off.

(b) An employee must notify his/her immediate supervisor no later than his/her first scheduled shift following the receipt of a notice of selection for jury duty or examination and must provide proof of service to the department head.

(c) The City shall have the right to seek a waiver from jury duty on behalf of the employee.

(d) Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the Court.

(e) Employees are required to work all available reasonable hours outside those

actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule.

(f) If the department head or his/her designee determines, in the best interest of the City, that the employee is unable to perform his/her duties as a result of jury duty, he/she may, in his/her sole discretion, excuse the employee from their regular scheduled shift without loss of benefits.

ARTICLE 5

LEAVES

The following Leave Rules are set for employees of the bargaining unit. The term "working day" as used in these rules shall not include Saturday, Sunday or legal holidays except for shift work.

Section 1. ANNUAL LEAVES

(a) For employees hired on or prior to December 23, 1993, the City agrees to provide annual leave for City employees who hold provisional, probationary, or permanent appointment as follows:

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
1.5 days for each month of service	1-3 years inclusive
1.75 days for each month of service	4-6 years inclusive
2.0 days for each month of service	7-11 years inclusive
2.25 days for each month of service	12-17 years inclusive
2.5 days for each month of service	18 or more years

Effective July 1, 2005, any employee hired after December 23, 1993, shall continue to accrue annual leave in accordance with the following schedule:

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
.75 day vacation per month (except January & December which will be 1.25 days per month)	0-5 years inclusive 10 days
1.25 days vacation per month	6-12 years inclusive 15 days
1.5 days vacation per month (except January & December which will be 2.5 per month)	13-15 years inclusive 20 days

2 days vacation per month
(except January & December
which will be 2.5 days per month)

16 or more years
25 days

(b) Employees who hold temporary appointments shall not earn annual leave.

(c) An employee may take his/her annual leave with pay at any time after it has been earned, and after his/her probationary period has been completed, with prior three (3) days notice and under a departmental schedule in such a manner as to maintain service to the public. No employee may take annual leave during this probationary period except in an extreme emergency as determined by the City Manager.

Any vacation request for a duration greater than five (5) work days, requires a two (2) week notice.

(d) Employees shall use their annual leave each year in the year earned. However, employees may carry over from one (1) calendar year to the next up to a maximum of ten (10) leave days if they so wish. This is effective December 31, 2002.

(e) Upon retirement, resignation with two (2) weeks written notice to the City, when an employee is separated from City service through no fault of his/her own, or in a case of an employee's death, the employee, or his/her beneficiary in case of his/her death, shall be paid for unused annual leave. Such cash payment may be made on the next regular City payroll in such a manner as not to disrupt administrative pay procedures.

(f) The City Manager is authorized to make adjustment in individual cases within the keeping of the general policies on annual leave stated here. He/she is authorized to make such adjustments in order to provide equitable treatment for all employees, and to avoid individual hardship.

(g) Employees may use up to three (3) days of annual leave per year in one-half (1/2) day intervals without prior three (3) days notice as long as the request does not impede the department's ability to fulfill its mission. Under this provision, two (2) consecutive days will not be granted.

Section 2. HOLIDAYS

City employees shall be entitled to observe legal holidays as listed below:

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day
Thanksgiving Day
Christmas Day

Veterans' Day
Day after Thanksgiving

When holidays fall on Saturday, employees shall be given time off on the preceding Friday.
When holidays fall on Sunday, employees shall be given time off on the following day,
Monday.

Section 3. SICK LEAVE

(a) City employees shall earn one (1) day per month or a fraction thereof of sick leave with pay in accordance with provisions of these rules.

(b) Sick leave credits shall be considered earned in full days only and are cumulative to a maximum of one hundred eighty (180) working days. Employees who had more than one hundred eighty (180) days on December 23, 1993, will not lose sick leave nor will they earn any additional sick leave until their balance drops below the one hundred eighty (180) day maximum.

(c) Absence on sick leave shall be charged first against unused sick leave credits in an amount not exceeding five (5) days per week and then against vacation time.

(d) Sick leave herein provided for shall not apply to any disability when covered by Workers' Compensation Law.

(e) In case of an illness/disability which may extend beyond all sick and vacation leave time earned by and available to an employee, the employee shall be granted payments as follows:

1. The employee shall have been in full time employment with the City for a minimum of eight (8) weeks to qualify for this benefit. Thereafter, an employee shall receive one (1) week's payment for each week worked (or portion thereof) until a maximum of twenty-six (26) weeks. Employees who have twenty-six (26) weeks or more of full time employment with the City are entitled to receive up to the maximum of twenty-six (26) weeks of payments.

2. There shall be a seven (7) calendar day waiting period from the date that the last leave time was used before payments are made.

3. The City will pay, up to a maximum of twenty-six (26) weeks, a weekly amount equal to that provided by the New York State Disability Benefits Law. [Presently the payment is fifty (50%) percent of the average weekly earnings made in the last eight (8) weeks, with a maximum of \$170.00 per week. (9/14/98)].

4. There shall not be more than one (1) twenty-six (26) week period of payments for the same medical condition that caused the illness/disability.

5. An employee shall not be eligible for more than twenty-six (26) weeks of payment in a fifty-two (52) week consecutive period. Such fifty-two (52) week period shall start with the first day for which the employee receives any payment under this section.

6. Upon request from the City, a physician's certificate shall be provided in accordance with section 3i, herein.

(f) Accumulated sick leave credits shall not form a basis for granting extra pay or extra vacation because of failure to use accumulative sick leave, but may be consumed only through absence caused by illness.

(g) Sick leave is defined to mean absence from duty of an employee because of illness, injury, and/or exposure to a contagious disease or death in the immediate family. Sick leave with pay is not allowed for absence from duty on account of illness, or injury purposely inflicted or caused by willful misconduct. Sick leave shall be allowed for illness or disability caused by pregnancy.

(h) In the event a leave of absence for illness is requested, the employee shall make application in writing to the Department Head and/or City Manager. The said application shall be accompanied by a certificate from the attending physician, describing the employee's condition with recommendation regarding the case. On advice of the Department Head, the City Manager may approve the application.

(i) If absence for illness or injury extends beyond a period of one (1) week, the employee's salary is to be paid only after a certificate of disability, signed by a licensed physician or designated health official, has been filed with the Department Head or the City Manager. Additional certificates may be required in case of prolonged illness.

(j) The Department Head or the City Manager may require a certificate of disability for absence of less than a week before salary is paid.

(k) Any employee who claims sick leave must send notice regarding absence to his/her immediate supervisor by the time his/her work is suppose to begin in the department. Failure to do this may preclude any salary payment for such absence from duty.

(l) Any employee who fraudulently reports illness in order to secure the benefit of sick leave with pay shall be penalized by losing all rights to sick leave for a period of one (1) year from that date.

(m) Employees who become ill or injured while on vacation or about to go on

vacation may, upon request, be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement indicating that they are incapacitated must be presented for this provision to be effective.

(n) Pursuant to the Family and Medical Leave Act of 1993, (Available Upon Request) eligible employees who request unpaid, job protected family or medical leave of absence must first exhaust all accrued vacation or sick leave.

(o) Vacation and sick leave reports must be filed with the City Manager at the beginning of each month by each department head showing the absence from duty during the preceding month of all employees in the department. No correction or revision of the above reports shall be made after thirty (30) days from date of filing without approval of the City Manager's Office.

Section 4. BEREAVEMENT

(a) The City agrees to provide up to three (3) days of bereavement leave per death in the immediate family. The City agrees to provide bereavement leave to the employee for actual loss of time from their scheduled work on any of three (3) work days beginning on the day following the date of death.

(b) The immediate family is defined as follows: Husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-son, step-daughter, grandparents of spouse, step-family within any of the previous listed and legal guardians.

(c) In the event of unusual circumstances, the City Manager may in his/her sole and absolute discretion designate a different day or days, whatever the case may be, for the employee to be on bereavement leave.

Section 5. MATERNITY LEAVE

(a) The City agrees to provide that employees who become pregnant may continue working as long as their physician certifies that they can adequately perform the duties of their position. Maternity leave may be granted for a period not to exceed six (6) months at no pay. Employees who become pregnant shall be allowed to use accrued vacation during a non-disability period of maternity leave. A pregnancy-related disability shall be treated in the same manner as any other non-occupational disability in respect to the use of accrued sick leave. A pregnancy-related disability shall be certified by the attending physician

prior to the payment of sick leave benefits. Employees who become pregnant and take maternity leave have the right to be reinstated in the position of equivalent pay within six (6) months of the granting of unpaid maternity leave.

(b) The City agrees to provide that an employee who is adopting a child of five (5) years of age or less can be granted a leave of absence for a period not to exceed six (6) months at no pay. In such adoption cases, the employee will be allowed to use accrued vacation before being placed on leave without pay. The employee shall have the right to be reinstated to a position of equivalent pay within six (6) months of the granting of unpaid adoption leave. Such request for adoption leave must be submitted in writing within thirty (30) business days of when leave is to commence.

(c) In unusual circumstances and in the best interests of the City and the employee, the initial leave of absence without pay for maternity leave may be extended on a month to month basis for a maximum leave of absence of twelve (12) months. In such cases the request for extension must be in writing to the Department Head and/or the City Manager supported by a physician's statement. On the advice of the Department Head, the City Manager may approve the extension.

Section 6. EMERGENCY CLOSING

The closing of the Municipal Offices or Departments for emergency situations shall be at the sole discretion of the City Manager or his/her representative. When such time off is given to employees of the Municipal Offices or Departments for emergency situations, other general employees working or required to work, will not receive additional compensation.

ARTICLE 6

CERTIFICATION FOR PERMANENT APPOINTMENT

Permanent appointment for the various class titles of positions shall be in conformity with the Watertown Municipal Civil Service Commission Regulations on Permanent Appointments, and shall be accomplished on satisfactory completion of not less than sixteen (16) weeks nor more than twenty-six (26) weeks of work for all positions.

ARTICLE 7

GRIEVANCE PROCEDURES

Section 1. The City recognizes the Association as the representative of employees in its membership to appear on their behalf for any of the purposes outlined in the Public

Employees Fair Employment Act.

Section 2. The City grants the right to representatives of the Association to visit City facilities to confer with members of the Association on conditions, policies, and procedures under the Public Employees Fair Employment Act during regular working hours. A representative of the Association shall identify himself/herself and make known his/her presence at the time of his/her visit to the responsible Department, unit or agency head prior to any discussion or conference with an employee or employees of a department, unit or agency. Such contact may be in writing, telephone or personal contact.

Section 3. Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of free time from regular duties to fulfill these obligations.

Section 4. GRIEVANCE PROCEDURES FOR GENERAL EMPLOYEES

(a) Declaration of Policy

In order to establish a more harmonious and cooperative relationship between the City Government and its public employees, it is hereby declared to be the purpose of this procedure to provide for the settlement of certain differences between the City's employees and the City Government through provisions under which employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal. The provisions of this procedure shall be liberally construed for the accomplishment of this purpose.

(b) Definitions.

As used herein, the following terms shall have the following meanings:

1. "Government" or "employer" shall mean the City of Watertown.
2. "Public Employee" or "employee" shall mean any person directly employed and compensated by the City Government, except members of the City Council and City Judges.
3. "Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over public employees.
4. "Grievance" shall mean any alleged or actual violation, misinterpretation or inequitable application of the terms and conditions of employment arising out of the agreement or any existing law rule, procedure or regulation,

administrative order or work rule of the City; provided, however, that such terms shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulations having the force and effect of law.

(c) Basic Standards and Principles

1. Every public employee shall have the right to present his or her grievances to his or her employer in accordance with provisions of this procedure, free from interference, coercion, restraint, discrimination or reprisal, and the grievance provisions established under this procedure shall provide the right to be represented at any or all stages thereof if the employee so chooses.

2. It shall be a fundamental responsibility of supervisors at all levels commensurate with the authority delegated to them by their supervisors, promptly to consider and take appropriate action under grievances presented to them by employees under their supervision.

3. It shall be the responsibility of the head of each department or agency of City Government and of the City Manager to take such steps as may be necessary to give effect to the provisions of this procedure.

(d) Grievances, Procedural Requirements; Appeals.

1. The first procedural stage shall consist of the employee's presentation of his or her grievance to his or her immediate supervisor who shall, to such extent as he or she may deem appropriate, consult with his or her department head. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not resolved within three (3) working days at the first stage, such employee may proceed to the second stage.

2. The second procedural stage shall consist of a request by the aggrieved employee, if he or she wishes, for a review and determination of his or her grievance by the department or agency head. In such case, the aggrieved employee and his or her immediate supervisor shall each submit to the head of the department or agency concerned, a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon such head of the department or agency concerned shall, at the request of the employee, hold an informal hearing at which the employee, and in accordance with the provisions of the grievance procedure his or her representative, if he or she elects to have one, may appear and present oral and written statements or arguments. The department or agency

head shall discuss the grievance and proceedings with the City Manager. The final determination of the second stage of such grievance proceedings shall be made by the head of the department or agency concerned within five (5) work days of the date the grievance was presented to him or her by the employee.

3. If the employee so wishes, a third procedural stage shall be held which shall consist of a request for a review and determination of his or her grievance by the City Manager. Such review, if made, shall follow the procedures described in Paragraph 2. The final determination of the third stage, if held, shall be made within five (5) working days of the date the grievance was presented to the City Manager.

4. If a grievance is not resolved as outlined in paragraphs 1, 2, and 3 above, either party may then request, within thirty (30) days of receipt of step 3 response, the New York State Public Employees Relation Board to provide arbitration service. The authority of the Arbitrator shall be limited to the interpretation and application of this agreement. He/she shall have no right to add or to subtract from the agreement. The decision of the Arbitrator shall be final and binding on both parties. Any expense incidental to arbitration shall be equally borne by the City and the Union.

5. Notwithstanding any other provision of this Agreement, if a grievance is not submitted in writing within thirty (30) calendar days of the event giving rise to the grievance, or within thirty (30) days from when the person or party should have known of the events occurrence, the grievance shall be denied upon the grounds that it was not timely submitted.

6. Class Action Grievances must be submitted within thirty (30) calendar days of the event giving rise to the grievance, or when the Association President should have known of the event.

Section 5. Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through a PERB appointed arbitrator and through the procedures as provided under the Act.

Section 6. DISCIPLINE

(a) In order to establish a more harmonious and cooperative relationship between the City Government and its employees, it is hereby agreed that all labor, non-competitive and competitive class employees, both probationary and permanent employees, covered by this agreement shall be entitled to a disciplinary hearing in accordance with the procedures specified in Section 75 of the New York State Civil Service Law. Such disciplinary hearings shall be conducted only in the event that disciplinary action taken is not acceptable to

the affected employee.

ARTICLE 8

RETIREMENT

Section 1.

(a) The City agrees to provide for all employees hired prior to July 1, 1976 (Tier 1 and Tier 2 employees, covered under the contract the new improved twenty (20) year career retirement plan) 75-l of the New York State Retirement and Social Security Law.

(b) For all Tier 3 employees hired on or after July 1, 1976, the City will provide Article 14-15 of the New York State Retirement and Social Security Law.

(c) For all Tier 4 employees hired on or after September 1, 1983, the City will provide Article 15 of the New York State Retirement and Social Security Law.

(d) Descriptions of these plans are prepared by the New York State Retirement System and can be obtained in the City Comptroller's Department.

(e) All employees who join the NYS Retirement System on or after January 1, 2010 will be covered by Tier V benefits, until such time as a new Tier is established by the NYS Retirement System.

Section 2. The City agrees, in addition to the retirement benefits provided under Section 1 above, to provide for general employees the following benefits under the New York State Retirement System:

(a) World War II Veteran's Service Credit under Section 41, Sub-Division k.

(b) Allowance for unused sick leave credit under Section 41, Sub-Division j.

(c) Guaranteed ordinary death benefit under Section 60-b.

ARTICLE 9

SELF-INSURANCE PROGRAM

Section 1. The City agrees to provide group hospitalization, surgical insurance and major medical insurance in accordance with the Amendment to the 1990-93 Employment Contract between the City and the Civil Service Employees Association, Jefferson Local 823, dated April 21, 1992.

Section 2. Health Insurance Premiums: The City shall provide that all employees shall be eligible to have medical insurance. Effective July 1, 2005, all employees shall pay ten (10%) percent of the premium costs. Effective January 1, 2010, all employees shall pay twelve

(12%) percent of the premium costs.

Section 3. Employees hired prior to July 1, 1983 shall not be required to pay a health insurance premium in retirement. Employees hired on or after July 1, 1983 and prior to December 23, 1993 shall not be required to pay premiums for individual coverage in retirement.

Section 4. Should the City, during the contract year, sponsor open enrollment periods for the purposes of introducing new or alternative medical insurance coverage, employees shall have the option of changing to the new or alternative medical insurance coverage introduced.

Section 5. For employees hired after March 1, 1999, the City's obligation to pay the employee's share of health insurance premium shall cease when the employee attains the age of 65 or dies, whichever comes first.

Section 6. For employees hired after March 1, 1999, retirement medical insurance paid by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option, accept a cash payment of one thousand dollars (\$1,000) annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.

Section 7. A Section 125 Plan shall be offered to employees to provide for employee health care expenses. Effective January 1, 2003, Childcare expenses shall be allowable expenses for inclusion in the Section 125 Plan.

Section 8. The City, CSEA and the other City Unions have implemented a Section 457 Plan. It was determined by this committee that the New York State Deferred Compensation Plan shall be offered to all employees. Effective July 1, 2003, employees shall have the ability to convert three (3) vacation days into dollars to be contributed to the employee's Section 457 deferred compensation plan each year. Implementation of this benefit will be defined by the labor management committee. Effective January 1, 2009, for those employees with 180 days of accrued sick time, they shall have the ability to convert three (3) sick days into dollars to be contributed to the employee's Section 457 deferred compensation plan or 125K plan each

year.

Section 9.

(a) Effective July 1, 1992, and until otherwise mutually agreed through Collective Negotiations and/or Interest Arbitration, the City of Watertown shall provide Group Hospitalization, Surgical Insurance, and Major Medical Insurance under a Self Funded Insurance Plan administered by a Third Party Administrator, which will be POMCO.

(b) All benefits, terms, conditions and coverage under the self funded insurance plan shall, unless otherwise negotiated, duplicate each and every benefit, term, condition and coverage which was provided to the CSEA prior to the institution of the Self Funded Health Insurance Plan, through Blue Cross, Blue Select I, Option 4, with Enhancements, including all side letters thereto.

(c) A separate account shall be established by the City specifically for the funding and administration of this self insurance program. This Account will consist of all deposits, interest, and withdrawals related to said Program, it being understood that interest earned will be credited to this Account. The City has agreed to absorb, in the General Fund, all service charges, and all wire transfer charges related to this Account. The City agrees that all monies in this Account will remain intact and be used for the sole purpose of the self insurance program. Unless otherwise negotiated, any surplus funds that may accumulate in this Account due to good claims experience will not be used to increase benefits or reduce premiums until a two (2) year evaluation period has passed.

(d) The City agrees to charge a monthly premium equivalent to various appropriations and transfer funds on a monthly basis to the self insurance Account. This monthly premium equivalent will be calculated per the following formula:

Multiply the number of family contracts x 2.24 (this factor is used to convert individual premium to family premium). Add this to the number of individual contracts. That equals the amount of covered lives.

Multiply number of covered lives x 12 = # covered lives per year. Divide the annual projected cost (which is projected claims for the year plus administrative fees plus stop loss coverages) by the # of covered lives per year. That equals the monthly individual premium.

Multiply individual premium x 2.24 = monthly family premium. If there is a reduction in the monthly premium equivalent, then the co-pay will be adjusted accordingly.

(e) An Insurance Review Advisory Committee was established on July 1, 1992, which consists of eight (8) people:

two (2) from each of the three (3) unions

two (2) from the City of Watertown

The purpose of this Advisory Committee shall be to review all activity of this self insurance fund on no less than a quarterly basis, and to make recommendations to the respective unions and the City of Watertown, of any proposed conditions and changes of common interest. All such items of common interest will be addressed in the following manner:

- (I) Discussion by Advisory Committee
- (II) Upon majority vote by the Advisory Committee, said items will go to the unions' respective memberships for approval/disapproval.
- (III) Advisory Committee will meet again to discuss the various recommendations from the unions' memberships.
- (IV) If there is unanimous consent of all three (3) unions, such items go to the City Council, for approval.
- (V) If recommendations are rejected by the City Council, items of common interest will remain the same.
- (VI) Nothing herein however shall preclude the CSEA from addressing with the City, during negotiations for Successor Contracts, issues of direct importance to the Association, and nothing herein shall preclude the CSEA from pursuing said issues to and through PERB's Impasse Procedures, including Interest Arbitration; nothing herein shall supersede the CSEA's sole and exclusive right to bargain for its members, in successor contract negotiations, regardless of whether the other Unions and/or the Advisory Committee agrees or disagrees with the CSEA's demands, and nothing herein shall be deemed to be a waiver, by the CSEA, of said right.

(g) A Claims Appeal Committee shall also be established and shall consist of one (1) member from each union and two (2) members from the City, selected from within the Insurance Review Advisory Committee. The purpose of the Appeals Committee shall be to review unresolved claims and determine whether or not it is a covered or non-covered benefit.

An appeals procedure will be established by this Committee, and provided to all employees, in due course. A majority vote of the Appeals Committee shall be final and binding on all matters within their jurisdiction. This Committee will meet as often as necessary, but no less than once a month, if appeals are pending.

(h) The City of Watertown will not have access to or be entitled to review either an employee or any of his dependents' medical file/history, diagnosis/prognosis and/or records, without express written consent.

(i) Any change in the current co-pay structure as outlined in the respective contracts relating to employee contributions for health insurance, remain a negotiable item. Such negotiations to commence no later than September 1, 1992, after successful ratification and implementation of the Third Party Administrator Program.

Section 10.

(a) Employees hired after July 1, 1987, shall not be eligible for health insurance coverage under the City of Watertown Self Insurance Program if Spouse/Guardian currently has municipal health insurance coverage under the City of Watertown plan.

(b) Effective July 1, 2008, there shall be offered an annual buy-out out of \$1,500.00 for employees opting out of an individual health plan; and an annual buy-out of \$2,800 for employees completely opting out of family coverage. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes.

(c) Employees hired after July 1, 1987, and who are eligible for either individual or family health insurance coverage as specified under Paragraph (a) above, will be eligible for the health insurance buyouts as defined in Paragraph (b) above, after six (6) months from the date of appointment.

(d) Employees hired after July 1, 1987, must provide the name and social security number of the spouse/guardian.

Section 11. Effective July 5, 1998, changes were made to the City's self-funded insurance plan (Plan) benefits as follows:

Add usual, customary and reasonable (UCR) charge limitations to existing plan; increase prescription drug claim co-payments; add mail order pharmacy coverage to existing prescription drug claim benefits and add third party exclusion and subrogation clause to existing plan. These plan revisions, additions or changes apply to expenses incurred on or

after July 5, 1998.

An amendment to the City's health insurance plan benefits detailing these changes has been drafted for inclusion in the Health Insurance Benefits Booklet.

Section 12. Effective January 1, 2003, changes will be made to the City's self-funded insurance plan (Plan) benefits as follows:

Add Major Medical co-pays to the existing plan (effective 7/1/03), increase prescription drug claim co-payments (effective 1/1/03), add mandatory pre-certification language (effective 1/1/03), and add doctor visit co-pays (effective 7/1/03). These plan revisions, additions or changes apply to expenses incurred on or after the effective date of implementation.

Section 13. Effective July 1, 2005, changes will be made to the City's self-funded insurance plan (Plan) benefits as follows:

Modify inpatient psychiatric benefit to reflect a 30-day limit, increase annual deductibles, and increase prescription drug claim co-payments. These plan revisions, additions or changes apply to expenses incurred on or after the effective date of implementation.

Section 14. Effective January 1, 2010, changes will be made to the City's self-funded insurance plan (Plan) benefits as follows:

Doctor visit co-pays will be \$5.00 per visit for participating providers and \$10.00 per visit for non-participating providers.

Section 15. Effective June 30, 2010, changes will be made to the City's self-funded insurance plan (Plan) benefits as follows:

Doctor visit co-pays will be \$7.00 per visit for participating providers and \$15.00 per visit for non-participating providers.

Section 16. CSEA and the City agree that CanaRx Prescription Program warrants further investigation as to the possible savings for the Health Insurance Plan. At the end of the investigation by the Health Insurance Committee, and in accordance with Article 9, Section 9(e), the prescription section of the health insurance may be reopened for discussions and possible changes during the contract period of July 1, 2008 through June 30, 2010.

Section 17. Wellness Committee. In an effort to increase health and well being to aid in the reduction of health insurance costs, the City and the Union agree to jointly develop a Wellness Plan for employees covered by the terms of this Agreement. A Wellness Committee of three (3) management and three (3) union members will be formed to develop Plan options for consideration by the Labor Management Committee.

ARTICLE 10
SAFETY PROGRAM

The City agrees to establish a program of safety inspection, education and training in its several departments and among its various employees. The City agrees to provide when needed, at no cost to the employee, safety shoes each year when requested by the employee. The City further agrees to replace safety shoes when needed. Determination of need of shoe replacement shall be made by the respective Department Head.

ARTICLE 11
MISCELLANEOUS PROVISIONS

Section 1. THE ASSOCIATION

(a) Members of the Association who are designated by the Association to attend the yearly State-wide and regional delegates meetings, conferences, and meetings shall be permitted to do so without charge to leave time at the rate of four (4) employees for attendance at such meetings provided that the maximum time off shall not exceed thirty-two (32) working days. The thirty-two (32) days may be taken in any combination by the four (4) employees, but the total taken shall not exceed thirty-two (32) days. No more than two (2) employees from any functional area without prior approval from the City Manager.

(b) At least five (5) days written notice shall be given by the Association to the Department Head and the City Manager for such time off.

(c) The City agrees to permit the authorized representatives of the Association to visit members during City work hours for the purpose of explaining and enrolling members on a continuing basis in the Association's insurance programs provided that designation of the authorized representatives is made to the City Manager in advance in a timely manner. Unless the representatives of the Association and the insurance carrier identify themselves and announce their intentions ahead of time to the City Manager in writing by at least three (3) days notice, such permission for visitation during City work hours shall not be allowed.

(d) The Association shall have the right to post notices and other official communications on City bulletin boards.

(e) The City agrees to provide and handle premium payments for the CSEA Master Plan Insurance program by payroll deduction for the employees and for the Association. For carrying out this program wherein the City absorbs the administrative costs of

handling premium payments thereby helping the members to obtain automobile and homeowners insurance at reduced costs, it is agreed that the City shall not handle or process any claims under the program nor shall the City absorb or pay any costs of the program other than the cost of administration of the payroll deductions for premium payment.

(f) Duly appointed representatives of the union shall be permitted to devote up to two (2) hours maximum time per week to union affairs, if needed. In any event, prior notice shall be given to the Department, Unit or Agency Head by the representative away from his duty or attending to union affairs while on duty. Such notice shall be in writing or by oral notice with at least one (1) day's notice.

(g) When duly appointed representatives of the union wish to meet with unit employees who are working, prior notice shall be given to the immediate supervisor and/or Department Head of said employees.

Section 2. The lunch hour of the offices in the Municipal Offices or Departments shall be one (1) hour.

Section 3. Both parties agree that this contract constitutes the present entire Agreement between the City of Watertown and the Civil Service Employees Association, Inc. Amendment to this Agreement in written form shall be valid when agreed to by both parties and annexed to this Agreement.

Section 4. All promotional job openings in the competitive (except where there is a certified, binding eligible list), non-competitive and labor classifications will be posted in each work facility for at least fourteen (14) calendar days prior to the filling of such position, except in emergency situations. All job postings shall contain the following: The position title, the number of vacancies, salary and current work location of the openings, and the current shift, if applicable. All notices will be forwarded to the President of the Association at the time of the posting.

Any employee may submit his or her request, in writing, for any non-competitive labor classification position posted. The City agrees that it will review the credentials, including interviews, of the three (3) most senior employees who applied for and will accept the position, provided the employees meet the minimum qualifications for the position and possess the ability to perform in the position. For the purpose of this Agreement, seniority shall be defined as length of continuous service with the City in a position(s) covered by this Agreement since the employee's last date of hire. Final determination of appointment is reserved to the Appointing Authority.

All examination announcements in the competitive class will be posted in all work locations for fourteen (14) calendar days prior to the examination closing date. Each department and the President of the Association shall receive copies of all posted examination announcements at the earliest possible time prior to the posting of such notices.

Section 5. The City of Watertown and the Association agree to meet monthly for labor/management discussions. The Committee will consist of three (3) members from each side, union and employer. Either side may submit to the other a list of items to be discussed at the time of the meeting.

Section 6. Effective April 1, 2009, the City agrees to pay tuition for up to three (3) credit hours per semester for five (5) employees per semester at an accredited college or trade school for subjects approved by the City pertaining to the employee's job for subjects which are reasonably related to the position for an employee covered by this agreement. Such courses shall be taken on employee's time, without pay. Upon approval, a letter is to be written by the City Manager's office, notifying the college that the City will pay for tuition of an applicant when properly billed. Participation shall be on a first come, first served basis.

Section 7. The City and Association agree that the various types of motorized equipment as defined in Appendix A are classified as heavy equipment in accordance with applicable Civil Service job descriptions and classifications.

Section 8.

(a) A Seniority-in-Service schedule shall be prepared and posted in a conspicuous place in each department office. The record shall be revised on or about the first (1st) day of each month when necessary.

(b) The said Seniority-in-Service schedule shall operate in accordance with the procedure recommended by the State Department of Civil Service and the rules and regulations under which the Watertown Civil Service Commission functions.

(c) An employee who voluntarily vacates his position, and is off the City payroll for one year or longer, except on leave of absence or ill health, and subsequently re-enters City service after one (1) year shall be considered a new employee.

(d) In the event that an employee returns in one (1) year or less, then he/she shall retain all original benefits package.

Section 9. The City agrees to incorporate the following seniority clause as it pertains to future reductions in work force in the non-competitive and labor class: Seniority is that factor which will prevail in the case of lay-off, recall and reduction in forces. An employee's seniority

date shall be the date he/she begins his/her employ with the City. In the case of job abolishment, reduction in forces, layoff and recall, the following procedure shall prevail:

1. The employee involved shall have the right to replace the least senior employee providing however, that the replaced employee has the same title.

2. If an employee cannot replace anyone within his/her title because of lack of seniority, he/she shall replace someone in an equal or lower title, within the same department with the least seniority, if qualified.

3. Before any lay-off occurs, the City will notify the President of the Association.

4. Recall shall be in reverse order of lay-off. A displaced employee shall remain on a recall list for four (4) years after each displacement. Refusal to accept an assignment at the same title and hours offered shall be cause for removal from a recall list.

5. For the purpose of lay-off and recall, departments shall be defined as follows:

- a. Comptroller Dept
- b. Purchasing Dept
- c. Assessment Dept
- d. City Clerk
- e. Civil Service
- f. Engineering Dept
- g. Public Works Dept, inclusive of Central Storeroom, On-Street Parking, Control of Animals, Bus Operations, Parks & Recreation and Central Garage
- h. Buildings
- i. Central Data Processing
- j. Police Dept, Civilian Employees only
- k. Fire Dept, Civilian Employees only
- l. Code Enforcement
- m. Water Dept
- n. Wastewater Treatment
- o. Library

Section 10. The Association agrees to annual performance reviews for all employees

covered by this contract. The City and the Association will collectively prepare an evaluation form. Upon completion and implementation the following shall occur: the employee shall have the right to discuss evaluations with his/her immediate supervisor or department head. Written evaluations shall be placed in the employee's official personnel file located in the City Manager's office. The employee being evaluated shall sign a copy of the written report and will receive a copy. It is expressly understood that signing of the evaluation does not necessarily mean that the employee agrees with the evaluation. The employee is entitled to submit a written response to be signed by the department head or supervisor and placed in the employee's official personnel file.

Section 11. Mandatory Training. Individuals covered by this contract are required to attend training classes provided by and paid for by the City which are necessary to maintain any required job certification or to maintain an employee's job skills.

ARTICLE 12

DEATH BENEFIT

Section 1. If a non-retired bargaining unit member dies, the City shall pay his/her estate for all unused accrued leave time at the rate of pay the employee was earning at the time of his/her death.

ARTICLE 13

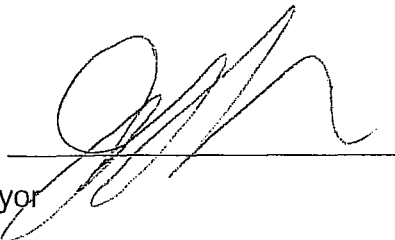
REQUIREMENTS OF STATE LAW


Section 1. "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

Section 2. "THE AGREEMENT SHALL BECOME EFFECTIVE JULY 1, 2010 AND TERMINATE AT THE CLOSE OF BUSINESS ON JUNE 30, 2013."

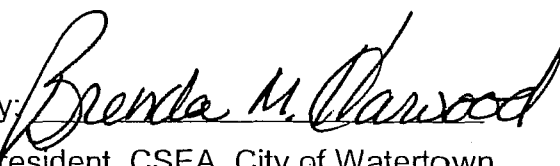
IN WITNESS WHEREOF, the parties have caused this agreement to be
executed by their duly authorized representatives this 6th day of December, 2010
CITY OF WATERTOWN, NEW YORK

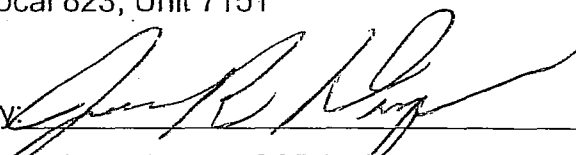
CITY OF WATERTOWN, NEW YORK

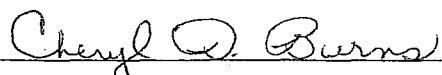
By: 
Mayor

By: 
City Manager

EMPLOYEES UNIT, LOCAL 823, CSEA

By: 
President, CSEA, City of Watertown
Local 823, Unit 7151

By: 
Negotiating Team, CSEA, City of Watertown
Local 823, Unit 7151

By: 
Negotiating Team, CSEA, City of Watertown
Local 823, Unit 7151

By: 
Labor Relations Specialist

APPENDIX A
HEAVY EQUIPMENT

The following pieces of equipment are recognized as Heavy Equipment:

1. 1-72; 1979 Champion Grader
2. 1-73; 1989 Barber Green Paver
3. 1-77; 1977 SMI Blower
4. 1-78; 1985 Vohl DV 1104 Snowblower
5. 1-64; 1986 Case Excavator
6. 1-60; 1968 Gallion Roller
7. All Municipal Street Plows, Exclusive of Wing Operators.
8. 1-10 Hydraulic Excavator
9. 1-48 Tractor Trailer
10. Effective April 1, 2009, Tree Truck 1-59. When this piece of equipment is operated in the aerial platform mode, the employee operating the equipment will be paid as a Heavy Equipment Operator.

APPENDIX B

City of Watertown Health Benefits Plan Amendment

The City of Watertown has adopted and amended the following provisions for the self-funded City of Watertown Health Benefits Plan.

Amendment Effective Date: July 5, 1998

Classification of Employees: This amendment applies only to CSEA members who have an agreement with the City of Watertown to provide these benefits.

Nature of Amendment: Add usual, customary and reasonable (UCR) charge limitations to existing plan; increase current prescription drug claim co-payments; add mail in pharmacy coverage to existing prescription drug claim benefits; add third party exclusion and subrogation clause to existing plan. These plan revisions, additions or changes apply to expenses incurred on or after July 5, 1998.

The 2000-2005 contract provides an amendment which (1) increases the current Prescription Drug Claim Co-Payments (effective 1/1/03); (2) adds a Major Medical 80/20 co-insurance with \$100/\$300 cap (effective 7/1/03); (3) adds doctor visit co-pays (effective 7/1/03), \$4 in-network; \$8 out-of-network; (4) adds mandatory pre-certification language (1/1/03).

The 2005-2008 contract provides an amendment which becomes effective July 1, 2005 and which contains the following changes: (1) increases the current Prescription Drug Co-Payments (2) adds a 30-day limit for inpatient psychiatric and (3) increases annual deductibles.

The 2008-2010 contract provides an amendment which (1) increase the doctor visit co-pays (effective 1/1/10), \$5 in network, \$10 out of network; and (effective 6/30/10) \$7 in network and \$15 out of network.

1. Usual, Customary and Reasonable Charges Limitations

Provision Affected

Add to plan, section XVI - General Provisions following H. Claims appeal:

I. Allowable fees

Negotiated Language

For eligible CSEA members and their dependents only. All plan benefits will be based on allowable fees for covered services rendered by covered providers.

a. Non-participating providers (Out of network)

If you obtain services from non-participating providers, allowable fees mean the usual, customary and reasonable (UCR) charges, as decided by the claims administrator, for covered medical services rendered and billed by a covered provider. The plan will limit covered expenses to the UCR amount. If you use an out of network provider, you will be responsible for the payment of charges that are more than the UCR amount, plus any applicable deductible and percentage co-payments.

b. Participating Providers (Network)

If you obtain services from participating or network providers, allowable fees means the network allowance for covered services and supplies. The network providers accept the network allowance as payment in full, so usually there is no out of pocket costs to you.

Provision Affected

Add to plan, section XII - Exclusions, change existing U. Other exclusions to V. Other exclusions, Insert the following between T. Inpatient Hospital Days and V. Other exclusions:

U. Unreasonable Charges. For CSEA members and their dependents the plan excludes charges that are more than any fees found usual, customary and reasonable according to Plan provisions.

Provision Affected

Add to plan, section XVII - Glossary of terms used, after definition for "Total Disability" and "Totally Disabled".

Usual, Customary and Reasonable Charge - The lowest of:

1. The actual charge for the services or supply.
2. The usual charge by the doctor or other provider for the same or similar service or supply; or
3. The usual charge of other doctors or other providers in the same or similar geographic area for the same or similar service or supply (prevailing fees).

In determination of benefits for a claim, the usual level of charges may be modified by a relative value study, where appropriate, to model actual claims experience in a given area

Negotiated Language

across a range of percentiles. The term "area" as it would apply to any particular service, medicine, or supply means a zip code, county or such greater area as is necessary to obtain a representative cross section of level charges. The part of the cost that exceeds that of any other services that would have been sufficient to safely and adequately diagnose or treat an individual's physical or mental condition will not be deemed as usual, customary or reasonable charges. Usual, customary and reasonable allowances will be set at the 90th percentile of HIAA/PHCS or its equivalent where sufficient data is available. The determination of the Usual, Customary and Reasonable Charge for a service or supply is made by the Claims Administrator. In the event that a usual, reasonable and customary allowance is disputed, an enrollee may appeal following the normal appeals process.

Major Medical Co-Pay means the amount of coinsurance you must pay each calendar year for Major Medical Expenses. Major Medical expenses are any allowable fee for medical services NOT available under or related to hospital benefits.

Preferred Brand Drug is a brand name drug with no generic available.

Non-preferred Brand Drug is a brand name drug that has a generic equivalent.

Plan exclusions: Section XII - Exclusions; U. Unreasonable Charges. For CSEA Members and their dependents, the Plan excludes charges that are more than any fees found usual, customary and reasonable according to Plan limitations.

The City of Watertown agrees to reimburse charges that are balance billed by providers due to denial by the Claims Administrator based on the Unreasonable charges exclusion. This reimbursement only applies to charges that are more than any fees found usual, customary and reasonable for covered services. It does not apply to balance billings for deductibles, co-payments, charges more than other Plan benefit limits, or charges for excluded services and supplies. To obtain City reimbursement, the employee must attach a copy of the Plan's explanation of benefits, showing the fee reduction, and a copy of the provider's itemized balance due bill to his or her written request for reimbursement. The request should be sent to POMCO.

Reimbursement Limits:

Negotiated Language

1. For expenses incurred during the first 12 months after effective date

Full reimbursement of charges denied by the Claims Administrator and balance billed by the provider, per covered service, due to unreasonable charges exclusion.

2. For Expenses incurred after the first 12 months

Reimbursement will be allowed for charges denied by the Claims administrator in excess of \$1,500 per year only when balance billed by the provider. The enrollee must provide evidence of balance bill payments for the base \$1,500 and the amount over \$1,500 (which is eligible for reimbursement).

2. Increase Prescription Drug Claim Co-payment

Provision Affected

Revise current provision, section XIII - Prescription drug claims. Delete the last sentence of first paragraph beginning with ...He will fill your prescription....., replace the deleted sentence with:

For eligible CSEA Members and their eligible dependents; effective July 1, 2005, the Plan will fill the written prescription, for which the employee or dependent will sign and pay a \$30.00 co-payment on non-preferred brand name drugs, a \$10.00 co-payment on preferred brand name drugs; and a \$5.00 co-payment on generic drugs.

3. Mail Order Pharmacy Coverage

Provision Affected

Add to section XIII - Prescription drug claims, insert number and heading before Paragraph #1, under section title:

Section XIII - Prescription Drug Claims

1. Pharmacy

You can use your Health Direct Pharmacy Prescriptions....

Add to section XIII - Prescription drug claims, at the end of section following the last paragraph as follows:

.....Missing information will delay processing of the claim.

2. Mail Service Pharmacy

This benefit is available only for eligible CSEA Members and their eligible dependents.

A mail order drug program is also available through this plan. The Pharmacy is Health Direct Pharmacy and ProAct Pharmacy administers the drug plan. You or your dependent

Negotiated Language

may choose to use the mail service pharmacy to obtain maintenance drugs. This option allows you or your dependents to purchase up to a 90 day supply of maintenance drugs at a lower co-payment than you would pay for a lesser supply of the same drug purchased at your local pharmacy. As the costs for drugs obtained through the mail service are less than the same drugs purchased through a network or out of network pharmacy, you save costs for yourself and the plan when you use the mail service pharmacy. Maintenance medications are prescription drugs used on an ongoing basis and are associated with the treatment of such illnesses as anemia, arthritis, diabetes, emphysema, heart disorders, high blood pressure, thyroid or adrenal conditions, ulcers, etc. After the applicable co-payment, made by you, Health Direct Pharmacy will mail the drugs directly to your home, then bill the plan directly for the remainder of the costs. You or your dependent will be required to pay the following co-payments at the time you send your mail service order form:

Co-payments: Effective January 1, 2003

Brand Name Drugs	\$7.50 per each prescription purchase
Generic Drugs	\$2.50 per each prescription purchase

How to use the mail service pharmacy program:

- ◆ When your doctor writes a prescription for a maintenance drug (one taken regularly or on a long-term basis), ask him or her to indicate the number of refills allowed.
- ◆ For your first mail service order, complete the supplied patient profile/registration form. Forms can be obtained from your employer or Health Direct Pharmacy.
- ◆ For original and refill prescriptions, complete the supplied order form. A new order form and envelope will be included with each delivery.

Your check or money order to pay the applicable co-payments, should be enclosed with your order form. Mail the completed order form and check to: Health Direct Pharmacy at the address show below:

Health Direct Pharmacy Services
31 E. Main Street
Gouverneur NY 13642-9987

Your medication will be delivered to your home by first class mail or UPS. You should allow 10-14 days from the time you mail your prescription forms until delivery of your medication. However, to ensure that you do not leave yourself without an adequate supply of medication, you will be best protected if you order when you have a minimum of a three week supply of your current medication. Health Direct Pharmacy will bill the Plan for the costs of covered

Negotiated Language

maintenance drugs and receive a direct payment from the plan.

Health Direct Pharmacy will answer your questions or concerns. You may write to them at the address shown above or call their customer service toll free number during the business hours shown below:

Health Direct Pharmacy

1-866-287-9885

24 hours a day, 7 days a week

4. Subrogation Clause

Provision Affected

Add exclusion, section XII - Exclusions, change caption from V. Other Exclusions to read W.

Other Exclusions, insert between U. Unreasonable Charges and W. Other Exclusions:

Third Party Recovery Provision

Right of Subrogation and Refund

When this provision applies: CSEA employees and their dependents (hereinafter collectively referred to as "Covered Person" may incur medical charges due to injuries which may be caused by the act or omission of a third party. In such circumstances, the Covered Person may have a claim against that third party, or insurer, for payment of the medical charges. Accepting benefits under this plan for those incurred medical expenses automatically assigns to the Plan any rights the Covered Person may have to recover payments of medical expenses from any third party or insurer. This subrogation right allows the Plan to pursue any claim which the Covered Person has against any third party, or insurer, whether or not the Covered Person chooses to pursue that claim. The plan may make a claim directly against the third party or insurer, but in any event, the Plan has a lien on any amount recovered by the Covered Person whether or not designated as payment for medical expenses. This lien shall remain in effect until the plan is repaid in full.

The Covered Person:

1. Automatically assigns to the Plan his or her right to recover medical expenses paid by the Plan against any third party or insurer when this provision applies.

Amount subject to subrogation or refund. The Covered Person agrees to recognize the Plan's right to subrogation and reimbursement. The Plan's subrogation and refund rights, as well as the rights assigned to it, are limited to the extent to which the Plan has made, or will

Negotiated Language

make, payments for medical charges.

When a right of recovery exists, the Covered Person will execute and deliver all required instruments and papers as well as cooperate to do what is needed to secure the Plan's right of subrogation as a condition to having the Plan make payments. In addition, the Covered Person will not knowingly do anything to prejudice the right of the Plan to subrogate.

Defined Terms. "Recovery" means monies paid to the Covered Person by way of judgement or settlement, for losses caused by the injuries or sickness which losses reflect medical charges covered by the Plan.

"Subrogation" means the Plan's right to pursue the Covered Person's claims for medical charges against the other person.

"Refund" means repayment to the Plan for medical benefits that it has paid toward care and treatment of the injury or sickness.

Recovery from another plan under which the Covered Person is covered. This right of refund also applies when a Covered Person recovers under an uninsured or underinsured motorist plan, homeowner's plan, renter's plan or any liability plan.

Assignment of Rights. As a condition to the Plan making payments for any medical charges, the Covered Person must assign to the Plan his or her rights to any recovery arising out of or related to any act or omission that caused or contributed to the injury or sickness for which such benefits are to be paid. The scope of this assignment and the amount subject to subrogations or refund is limited to medical expenses actually paid.

Compromise of Refund and Obligations to Continue Medical Benefits and To Contribute Attorney's Fees, Costs and Expenses. If the Covered Person pursues a claim for personal injuries against a Third Party, the Covered Person or his legal representative is not precluded from compromising the amount of the refund after consultation and approval by the City and is entitled to a reasonable set off of attorney's fees, court costs, and other disbursements. Nothing herein will prejudice the Covered Person's right to payment of covered medical expenses unless it has been finally determined by an independent arbitrator that the Covered Person has materially breached the Third Party Recovery Provision.

Deductible Increase Language

Amendment to Plan language. Section IX – Other Health Care & Professional Services. Effective 7/1/05, you and each dependent in your family are responsible for the payment of the annual deductible of \$120.00. However, the maximum number of deductibles per calendar

Negotiated Language

year for members of the same family is limited to three, for a family deductible of \$360.00 annually.

Doctor Visit Co-Pay Language and Major Medical Deductible

Addition to Plan language. Section IX – Other Health Care & Professional Services.

Effective 7/1/03 all persons covered under this plan will be subject to a \$4.00 co-pay for in-network doctor visits and an \$8.00 co-pay for out-of-network doctor visits. Effective 1/1/10 all persons covered under this plan will be subject to a \$5 co-pay for in network doctor visits and a \$10 co-pay for out of network doctor visits. Effective 6/30/10 all persons covered under this plan will be subject to a \$7 co-pay for in network doctor visits and a \$15 co-pay for out of network doctor visits.

Effective 7/1/03, all persons covered will also be subject to an out-of-network Major Medical co-pay. Major Medical expenses, after the deductibles listed above, will be reimbursed at 80% of the allowable fees for the first \$500, and thereafter, the plan will pay 100% of all allowable fees. The maximum Major-Medical co-payment amount per calendar year for members of the same family is \$300.

Revised Prescription Drug Claim Co-Payment Language

Revise Current Provision, SECTION XIII – Prescription Drug Claims

1. Pharmacy. You can use your prescription drug card at any pharmacy displaying the appropriate logo. The City Comptroller's Office has a complete listing of participating pharmacies. Present your Prescription Drug Card and prescription to the pharmacist. Effective July 1, 2005, the Plan will fill the written prescription, for which the employee or dependent will sign and pay a \$5.00 co-payment on generic drugs; a \$10.00 co-payment on preferred brand name drugs; and a \$30.00 co-payment on non-preferred brand name drugs.

If you go to a non-participating pharmacy, or do not use the prescription card, you must pay for the prescription. To receive reimbursement, complete a prescription drug claim form and send this form and your original payment receipt to:

ProAct
520 East Main Street
Gouverneur, New York 13642

Additions and Modification to plan language: Section V- Benefits Management Program

1. Mandatory Pre-admission Review Program.

A. When You Must Have Pre-admission Review. Pre-admission review means that all elective non-emergency, non-urgent and non-maternity inpatient admissions must be reviewed as soon as your doctor determines that you should be admitted as an inpatient. An inpatient admission is when you spend at least one night in a hospital or other approved facility. These admissions include medical, psychiatric and surgical cases. Elective admissions are defined as:

- Those admissions which may be scheduled or are routine. This group includes cases where there is no urgency for immediate or very early medical evaluation or treatment because the possibilities of serious consequences resulting from the lack of medical evaluation are small.

The pre-admission review process does not apply to emergency, urgent or maternity hospital admissions. However, notice of emergency, urgent or maternity admissions is required.

2. Emergency, Urgent or Maternity Inpatient Admissions

A. Need to Give Notice for an Emergency, Urgent or Maternity Inpatient Admission. All emergency, urgent or maternity inpatient admissions must be called in by you, a member of your family, your doctor or the facility within 72 hours following an inpatient admission to a hospital or other approved facility, using the same pre-admission review toll-free numbers.

If you do not call within 72 hours following your admission, you will be subject to the \$125 inpatient deductible.

B. Emergency Admissions. Emergency admissions apply to medical conditions or acute trauma such that life, limb or the bodily function of

Negotiated Language

the patient depends on the immediacy of medical treatment. In an emergency admission, the condition requires immediate medical attention, and any delay in receiving treatment would be harmful to the patient. The patient does not have to be admitted via the emergency room to be considered an emergency admission.

C. Urgent Admissions. Urgent admissions involve medical conditions or acute trauma such that medical attention, while not immediately essential, should be provided very early in order to prevent possible loss or impairment of life, limb or body function.

D. Maternity Admissions. A maternity admission is one in which a pregnant patient is admitted to give birth. Although admissions for incomplete abortion, toxemia and ectopic pregnancy are not considered maternity admissions, these diagnoses will be considered as either urgent or emergency admissions.

E. If It Is Determined the Admission Was Not an Emergency, Urgent Or Maternity Admission. If you are admitted to a hospital or other approved facility, and it is later determined that such admission was not either an emergency, urgent or maternity admission, and you followed the emergency procedures described in Item 2 above when you should have followed the pre-admission procedures described in Item 3 below you will incur the \$125 inpatient deductible.

3. How You Start the Pre-admission Review Process. You, a member of your family or your doctor must start the pre-admission review process by calling the following number:

1-800-766-2648

Please do not call this number for information about claims or benefits.

If You Fail to Call for Pre-admission Review. *It is your responsibility*

Negotiated Language

to make certain that the telephone call is made to meet the pre-admission review requirement. If you do not meet the pre-admission review requirement, you will be subject to a \$125 inpatient deductible. This means that the first \$125 of inpatient charges will be your responsibility to pay. Informing the doctor of the pre-admission review requirement does not eliminate the \$125 inpatient deductible if the call is not made.

As long as the telephone call is made prior to your inpatient admission, you will not be subject to the \$125 inpatient deductible.

If you fail to make the pre-admission review telephone call, you will incur the \$125 inpatient deductible.

B. Skilled Nursing Facility/Home Care Placement. Skilled Nursing Facility/Home Care Placement will help to coordinate a smooth transition for patients leaving the inpatient setting and going into a skilled nursing facility or returning home.

Cases will be identified at the pre-admission stage for those patients who would benefit from alternative care in a skilled nursing facility or in a home care environment.

Psychiatric Services

Amendment to Plan language. Section VI – Hospital Benefits

The plan will pay up to 365 days of care for each spell of illness. The days of care may be for inpatient hospital care, maternity care in a birthing center, skilled nursing facility care or home health care. There is a limit of 30 benefit days of care for a spell of illness for mental or nervous conditions. Each day of inpatient hospital care counts as one (1) day of care toward the 365 day benefit limit. Each day of care in a Skilled Nursing Facility counts as one half(1/2) a day toward the 365 benefit day limit. Each home care visit counts as one third(1/3) a day of care toward the 365 benefit day limit.

A. Inpatient Hospital Care

3. Length of Stay. Each day of inpatient hospital care or care in a birthing

Negotiated Language

center counts as one day of care toward the 365 benefit day limit. The plan will only pay for 30 days of care during a spell of illness for care of mental and nervous conditions. The 30 days are not in addition to the 365 benefit days of care for a spell of illness. They are counted toward determining when you have reached the maximum 365 benefit days.

Amendment to Plan language. Section VIII – Psychiatric Services

A. Inpatient Psychiatric Services

2. Number of Days of care for psychiatric conditions.

Each day of inpatient care for psychiatric conditions counts as one (1) day and each day or night treatment counts as one-half(1/2) day of care towards the 365 day limit. However, even if the 365 day limit is not exhausted, the Plan will not pay for more than 30 days of care for psychiatric conditions per person per calendar year.

4. Limitation of Days of professional services for psychiatric conditions.

- a. The days you receive professional services described in A. above are counted toward determining when you have reached the 365 day benefit of medical visits in a spell of illness. However, even if the 365 day benefit is not exhausted, the Plan will not pay for more than a total of 30 days per person per calendar year for these professional services.

APPENDIX C

City of Watertown CSEA Employees's Health Benefits Plan

Plan Amendment

Effective July 5, 1998

The City of Watertown has adopted and amended the following provisions for the self-funded City of Watertown CSEA Employee's Health Benefits Plan.

Nature of Amendment:

This amendment adds (1) usual, customary and reasonable (UCR) charge limitations to existing Plan; (2) increases current Prescription Drug Claim co-payments; (3) adds Mail Order Pharmacy coverage to existing Prescription Drug Claim benefits; (4) adds subrogation clause to existing Plan. These Plan revisions, additions or changes apply to expenses incurred on or after July 5, 1998.

The 2000-2005 contract provides an amendment which (1) increases the Prescription Drug Claim Co-Payments; (2) adds a Major Medical 80/20 co-insurance with \$100/\$300 cap; (3) adds doctor visit co-pays, \$4 in-network; \$8 out-of-network; (4) adds mandatory pre-certification language.

The 2005-2008 contract provides an amendment which becomes effective July 1, 2005, and which contains the following changes: (1) increases the current Prescription Drug Co-Payments (2) adds a 30-day limit for inpatient psychiatric and (3) increases annual deductibles.

The 2008-2010 contract provides an amendment which (1) increase the doctor visit co-pays (effective 1/1/10), \$5 in-network, \$10 out-of-network; and (effective 6/30/2010) \$7 in-network and \$15 out-of-network.

1. Usual, Customary and Reasonable Charges Limitations

Add to Plan, SECTION XVI - GENERAL PROVISIONS

I. Allowable Fees

All Plan benefits will be based on allowable fees for covered services rendered by covered providers.

a. Nonparticipating Providers (Out-of-Network)

If you obtain services from nonparticipating providers, allowable fees mean the usual, customary, and reasonable (UCR) charges, as decided by the Claims Administrator, for covered medical services rendered and billed by a covered provider. The Plan will limit covered expenses to the UCR amount. If you use an out-of-network provider, you will be responsible for the payment of charges that are more than the UCR amount, plus any applicable deductible and percentage co-payments.

b. Participating Providers (Network)

If you obtain services from participating or network providers, allowable fees mean the network allowance for covered services and supplies. The network provider accepts the network allowance as payment in full, so usually there is no out of pocket costs to you.

Add to Plan, **SECTION XII - EXCLUSIONS,**

- V. Unreasonable Charges.** The Plan excludes charges that are more than any fees found usual, customary, and reasonable according to Plan provisions. The City of Watertown agrees to reimburse charges that are balance billed by providers due to denial by the Claims Administrator based on the Unreasonable Charges Exclusion. This reimbursement only applies to charges that are more than any fees found usual, customary and reasonable for covered services. It does not apply to balance billings for deductibles, co-payments, charges more than other Plan benefit limits, or charges for excluded services and supplies. To obtain City reimbursement, the employee must attach a copy of the Plan's explanation of benefits, showing the fee reduction, and a copy of the provider's itemized balance due bill showing payment has been made to the UCR Claim

Form. The request should be sent to **POMCO**.

Reimbursement Limits:

1. For Expenses Incurred During the First 12 Months after Effective Date
Full reimbursement of charges denied by the Claims Administrator and balance billed by the provider, per covered service, due to unreasonable charges exclusion.
2. For Expenses Incurred During the Next 12 Months
Reimbursement will be allowed for charges denied by the Claims Administrator in excess of \$1,500 per year only when balance billed by the provider. The enrollees must provide evidence of balance bill payments for the base \$1,500 and the amount over \$1,500 (which is eligible for reimbursement).

Add to Plan, **SECTION XVII - GLOSSARY OF TERMS USED**, after definition for **"Total Disability".....:**

Usual, Customary and Reasonable Charge - The lowest of:

1. The actual charge for the service or supply;
2. The usual charge by the doctor or other provider for the same or similar service or supply; or
3. The usual charge of other doctors or other providers in the same or similar geographic area for the same or similar service or supply (prevailing fees).

In the determination of benefits for a claim, the usual level of charges may be modified by a relative value study, where appropriate, to model actual claims experience in a given area across a range of percentiles. The term "area" as it would apply to any particular service, medicine, or supply means a zip code, county or such greater area as is necessary to obtain a representative cross section of level charges. The part of the cost that exceeds that of any other services that would have been sufficient to safely and adequately diagnose or

treat an individual's physical or mental condition will not be deemed as usual, customary or reasonable charges. Usual, customary, and reasonable allowances will be set at the 90th percentile of HIAA/PHCS or its equivalent where sufficient data is available. The determination of the Usual, Customary and Reasonable Charge for a service or supply is made by the Claims Administrator. In the event that a usual, reasonable, and customary allowance is disputed, an enrollee may appeal following the normal appeals process.

Major Medical Co-Pay means the amount of coinsurance you must pay each calendar year for Major Medical Expenses. Major Medical expenses are any allowable fee for medical services NOT available under or related to hospital benefits.

Preferred Brand Drug is a brand name drug with no generic available.

Non-preferred Brand Drug is a brand name drug that has a generic equivalent.

2. Increase Prescription Drug Claim Copayment

Provision Affected:

Revise Current Provision, SECTION XIII - PRESCRIPTION DRUG CLAIMS,

1. Pharmacy. You can use your prescription drug card at any pharmacy displaying the appropriate logo. The City Comptroller's Office has a complete listing of participating pharmacies. Present your Prescription Drug Card and prescription to the pharmacist. Effective July 1, 2005, the Plan will fill the written prescription, for which the employee or dependent will sign and pay a \$30.00 co-payment on non-preferred brand name drugs, a \$10.00 co-payment on preferred brand name drugs; and a \$5.00 co-payment on generic drugs.

If you go to a non-participating pharmacy, or do not use the prescription card, you must pay for the prescription. To receive reimbursement, complete a prescription drug claim form and send this form and your original payment receipt to:

ProAct
520 East Main Street
Gouverneur, New York 13642

3. Mail Order Pharmacy Coverage

Provision Affected:

Add to SECTION XIII - PRESCRIPTION DRUG CLAIMS

2. Mail Service Pharmacy

A mail order drug program is also available through this Plan. The Pharmacy is Health Direct Pharmacy and the drug program is administered by ProAct. You or your dependent may choose to use the mail service pharmacy to obtain maintenance drugs. This option allows you or your dependent to purchase up to a 90-day supply of maintenance drugs at a lower co-payment than you would pay for a lesser supply of the same drug purchased at your local pharmacy. As the costs for drugs obtained through the mail service are less than the same drugs purchased through a network or out of network pharmacy, you save costs for yourself and the Plan when you use the mail service pharmacy. Maintenance medications are prescription drugs used on an ongoing basis and are associated with the treatment of such illnesses as anemia, arthritis, diabetes, emphysema, heart disorders, high blood pressure, thyroid or adrenal conditions, ulcers, etc. After the applicable co-payment made by you, Health Direct Pharmacy, will mail the drugs directly to your home, then bill the Plan directly for the remainder of the costs. You or your dependent will be required to pay the following co-payments at the time you send your mail service order form:

Co-payments: Effective January 1, 2003

Brand Name Drugs	\$ 7.50 per each prescription purchase
Generic Drugs	\$ 2.50 per each prescription purchase

How to Use the Mail Service Pharmacy Program

- When your doctor writes a prescription for a "maintenance drug" (one taken regularly or on a long-term basis), it MUST be for a 90 day supply and you

should ask him or her to indicate the number of refills allowed.

- For your **FIRST** mail service order, complete the supplied patient profile/registration form. Forms can be obtained from the City Comptroller's Office.
- For original and refill prescriptions, complete the supplied order form. A new order form and envelope will be included with each delivery.
- Your check or money order to pay the applicable co-payments, should be enclosed with your order form. Mail the completed order form and check to:

Health Direct Pharmacy Services
31 E. Main Street
Gouverneur, NY 13642-9987

Your medication will be delivered to your home by first-class mail or UPS. You should allow 10-14 days from the time you mail your prescription forms until delivery of your medication. However, to ensure that you do not leave yourself without an adequate supply of medication, you will be best protected if you order when you have a minimum of a three-week supply of your current medication. Health Direct Pharmacy Services will bill the Plan for the costs of covered maintenance drugs and receive direct payment from the Plan. Health Direct Pharmacy Services will answer your questions or concerns. You may call their customer service toll-free number during the business hours shown below:

Health Direct Pharmacy Services
1-866-287-9885 (24 hrs. a day)

4. Subrogation Clause

Add to plan, SECTION XVI - GENERAL PROVISIONS

J. Right of Subrogation and Refund

1. Defined Terms.

"Recovery" means monies paid to the covered Person by way of judgment or settlement, for losses caused by the injuries or sickness which losses reflect medical charges covered by the Plan.

"Subrogation" means the Plan's right to pursue the Covered Person's claims for medical charges against the other person.

"Refund" means repayment to the Plan for medical benefits that it has paid toward care and treatment of the injury or sickness.

2. This provision applies when: individuals covered by this amendment (hereinafter collectively referred to as "Covered Person") incur medical charges due to injuries which may be caused by the act or omission of a third party. In such circumstances, the Covered Person may have a claim against that third party, or insurer, for payment of the medical charges. Accepting benefits under this Plan for those incurred medical expenses automatically assigns to the Plan any rights the Covered Person may have to recover payments of medical expenses from any third party or insurer. This subrogation right allows the Plan to pursue any claim which the Covered Person has against any third party, or insurer, whether or not the Covered Person chooses to pursue that claim. The Plan may make a claim directly against the third party or insurer, but in any event, the Plan has a lien on any amount recovered by the Covered Person whether or not designated as payment for medical expenses. This lien shall remain in effect until the Plan is repaid in full. The Covered Person automatically assigns to the Plan his or her right to recover medical expenses paid by the Plan against any third party or insurer when this provision applies.

3. Amount subject to subrogation or refund: The Covered Person agrees to recognize the Plan's right to subrogation and reimbursement. The Plan's subrogation and refund rights, as well as the rights assigned to it, are limited to the extent to which the Plan has made, or will make, payments for medical charges. When a right of recovery exists, the Covered Person will execute and deliver all required instruments and papers as well as cooperate to do what is needed to secure the Plan's right of subrogation as a condition to having the Plan make payments. In addition, the Covered Person will not knowingly do anything to prejudice the right of the Plan to subrogate.

Booklet Language

4. Recovery from another plan under which the Covered Person is covered.

This right of refund also applies when a Covered Person recovers under an uninsured or underinsured motorist plan, homeowner's plan, renter's plan or any liability plan.

5. Assignment of Rights. As a condition to the Plan making payments for any medical charges, the Covered Person must assign to the Plan his or her rights to any recovery arising out of or related to any act or omission that caused or contributed to the injury or sickness for which such benefits are to be paid. The scope of this assignment and the amount subject to subrogation or refund is limited to medical expenses actually paid.

6. Compromise of refund and obligations to continue medical benefits and to contribute attorney's fees, cost and expenses. If the Covered Person pursues a claim for personal injuries against a Third Party, the Covered Person or his legal representative is not precluded from compromising the amount of the refund, after consultation and approval by the City, and is entitled to a reasonable set off of attorney's fees, court costs and other disbursements. Nothing herein will prejudice the Covered Person's right to payment of covered medical expenses unless it has been finally determined by an independent arbitrator that the Covered Person has materially breached the Third Party Recovery Provision.

Deductible Increase:

Addition to Plan language. Section IX – Other Health Care & Professional Services.

Effective 7/1/05, you and each dependent in your family are responsible for the payment of the annual deductible of \$120.00. However, the maximum number of deductibles per calendar year for members of the same family is limited to three(3), for a family deductible of \$360.00 annually.

Doctor Visit Co-Pay Language and Major Medical Deductible

Addition to Plan language. Section IX – Other Health Care & Professional Services.

In addition to the deductibles detailed above, effective 7/1/03 all persons covered under this plan will be subject to a \$4.00 co-pay for in-network doctor visits and an \$8.00 co-pay for out-of-network doctor visits. . Effective 1/1/10 all persons covered under this plan

Booklet Language

will be subject to a \$5 co-pay for in network doctor visits and a \$10 co-pay for out of network doctor visits. Effective 06/30/10 all persons covered under this plan will be subject to a \$7 co-pay for in network doctor visits and a \$15 co-pay for out of network doctor visits.

Effective 7/1/03, all persons covered will also be subject to an out-of-network Major Medical co-pay. Major Medical expenses, after the deductibles listed above, will be reimbursed at 80% of the allowable fees for the first \$500, and thereafter, the plan will pay 100% of all allowable fees. The maximum Major-Medical co-payment amount per calendar year for members of the same family is \$300.

Additions and Modification to plan language: Section V- Benefits Management Program
Effective 1/1/03

A. Mandatory Pre-admission Review Program.

1. When You Must Have Pre-admission Review. Pre-admission review means that all elective non-emergency, non-urgent and non-maternity inpatient admissions must be reviewed as soon as your doctor determines that you should be admitted as an inpatient. An inpatient admission is when you spend at least one night in a hospital or other approved facility. These admissions include medical, psychiatric and surgical cases. Elective admissions are defined as:

Those admissions which may be scheduled or are routine. This group includes cases where there is no urgency for immediate or very early medical evaluation or treatment because the possibilities of serious consequences resulting from the lack of medical evaluation are small.

The pre-admission review process does not apply to emergency, urgent or maternity hospital admissions. However, notice of emergency, urgent or maternity admissions is required.

Emergency, Urgent or Maternity Inpatient Admissions

- A. Need to Give Notice for an Emergency, Urgent or Maternity Inpatient Admission. All emergency, urgent or maternity inpatient admissions must be called in by you, a member of your family, your doctor or the facility within 72 hours following an inpatient admission to a hospital or other approved facility, using the same pre-admission review toll-free numbers.

If you do not call within 72 hours following your admission, you will be subject to the \$125 inpatient deductible.

B. Emergency Admissions. Emergency admissions apply to medical conditions or acute trauma such that life, limb or the bodily function of the patient depends on the immediacy of medical treatment. In an emergency admission, the condition requires immediate medical attention, and any delay in receiving treatment would be harmful to the patient. The patient does not have to be admitted via the emergency room to be considered an emergency admission.

C. Urgent Admissions. Urgent admissions involve medical conditions or acute trauma such that medical attention, while not immediately essential, should be provided very early in order to prevent possible loss or impairment of life, limb or body function.

D. Maternity Admissions. A maternity admission is one in which a pregnant patient is admitted to give birth. Although admissions for incomplete abortion, toxemia and ectopic pregnancy are not considered maternity admissions, these diagnoses will be considered as either urgent or emergency admissions.

E. If It Is Determined the Admission Was Not an Emergency, Urgent

or Maternity Admission. If you are admitted to a hospital or other approved facility, and it is later determined that such admission was not either an emergency, urgent or maternity admission, and you followed the emergency procedures described in Item 2-A above when you should have followed the pre-admission procedures described in Items 1-A and 1-B, you will incur the \$125 inpatient deductible.

2. How You Start the Pre-admission Review Process. You, a member of your family or your doctor must start the pre-admission review process by calling the following number:

1-800-766-2648

Please do not call this number for information about claims or benefits.

If You Fail to Call for Pre-admission Review. It is your responsibility to make certain that the telephone call is made to meet the pre-admission review requirement. If you do not meet the pre-admission review requirement, you will be subject to a \$125 inpatient deductible. This means that the first \$125 of inpatient charges will be your responsibility to pay. Informing the doctor of the pre-admission review requirement does not eliminate the \$125 inpatient deductible if the call is not made.

As long as the telephone call is made prior to your inpatient admission, you will not be subject to the \$125 inpatient deductible.

If you fail to make the pre-admission review telephone call, you will incur the \$125 inpatient deductible

C. Skilled Nursing Facility/Home Care Placement. Skilled Nursing Facility/Home

Care Placement will help to coordinate a smooth transition for patients leaving the inpatient setting and going into a skilled nursing facility or returning home. Cases will be identified at the pre-admission stage for those patients who would benefit from alternative care in a skilled nursing facility or in a home care environment.

Psychiatric Services

Amendment to Plan language. Section VI – Hospital Benefits

The plan will pay up to 365 days of care for each spell of illness. The days of care may be for inpatient hospital care, maternity care in a birthing center, skilled nursing facility care or home health care. There is a limit of 30 benefit days of care for a spell of illness for mental or nervous conditions. Each day of inpatient hospital care counts as one(1) day of care toward the 365 day benefit limit. Each day of care in a Skilled Nursing Facility counts as one half($1/2$) a day toward the 365 benefit day limit. Each home care visit counts as one third($1/3$) a day of care toward the 365 benefit day limit.

A. Inpatient Hospital Care

3. Length of Stay. Each day of inpatient hospital care or care in a birthing center counts as one(1) day of care toward the 365 benefit day limit. The plan will only pay for 30 days of care during a spell of illness for care of mental and nervous conditions. The 30 days are not in addition to the 365 benefit days of care for a spell of illness. They are counted toward determining when you have reached the maximum 365 benefit days.

Amendment to Plan language. Section VIII – Psychiatric Services

A. Inpatient Psychiatric Services

2. Number of Days of care for psychiatric conditions.

Each day of inpatient care for psychiatric conditions counts as one(1) day and each day or night treatment counts as one-half($1/2$) day of care towards the 365 day limit. However, even if the 365 day limit is not exhausted, the Plan will not pay for more than 30 days of care for psychiatric conditions per person per calendar year.

4. Limitation of Days of professional services for psychiatric conditions.

a. The days you receive professional services described in A above are counted toward determining when you have reached the 365 day benefit of medical visits in a spell of illness. However, even if the 365 day benefit is not exhausted, the Plan will not pay for more than a total of 30 days per person per calendar year for these professional services.

SCHEDULE A

CITY OF WATERTOWN, NEW YORK

ANNUAL RATES OF PAY FOR GRADES 6 - 24

EFFECTIVE JULY 1, 2010

GRADE	A	B	C	D	E	F
6	21018	21925	22888	23893	24944	26056
7	21925	22888	23893	24944	26056	27220
8	22888	23893	24944	26056	27220	28441
9	23893	24944	26056	27220	28441	29723
10	24944	26056	27220	28441	29723	31073
11	26056	27220	28441	29723	31073	32478
12	27220	28441	29723	31073	32478	33966
13	28441	29723	31073	32478	33966	35529
14	29723	31073	32478	33966	35529	37166
15	31073	32478	33966	35529	37166	38883
16	32478	33966	35529	37166	38883	40686
17	33966	35529	37166	38883	40686	42579
18	35529	37166	38883	40686	42579	44569
19	37166	38883	40686	42579	44569	46658
20	38883	40686	42579	44569	46658	48852
21	40686	42579	44569	46658	48852	51155
22	42579	44569	46658	48852	51155	53574
23	43932	45992	48154	50421	52807	55310
24	45992	48154	50421	52807	55310	57936

LONGEVITY PAYMENTS:

AFTER 6TH YEAR	350
AFTER 12TH YEAR	700
AFTER 18TH YEAR	1050
AFTER 25TH YEAR	1400

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 24

EFFECTIVE JULY 1, 2010
40 HOURS

GRADE	A	B	C	D	E	F
6	10.10	10.54	11.00	11.49	11.99	12.53
7	10.54	11.00	11.49	11.99	12.53	13.09
8	11.00	11.49	11.99	12.53	13.09	13.67
9	11.49	11.99	12.53	13.09	13.67	14.29
10	11.99	12.53	13.09	13.67	14.29	14.94
11	12.53	13.09	13.67	14.29	14.94	15.61
12	13.09	13.67	14.29	14.94	15.61	16.33
13	13.67	14.29	14.94	15.61	16.33	17.08
14	14.29	14.94	15.61	16.33	17.08	17.87
15	14.94	15.61	16.33	17.08	17.87	18.69
16	15.61	16.33	17.08	17.87	18.69	19.56
17	16.33	17.08	17.87	18.69	19.56	20.47
18	17.08	17.87	18.69	19.56	20.47	21.43
19	17.87	18.69	19.56	20.47	21.43	22.43
20	18.69	19.56	20.47	21.43	22.43	23.49
21	19.56	20.47	21.43	22.43	23.49	24.59
22	20.47	21.43	22.43	23.49	24.59	25.76
23	21.12	22.11	23.15	24.24	25.39	26.59
24	22.11	23.15	24.24	25.39	26.59	27.85

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2010
40 HOURS \$350 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.27	10.71	11.17	11.66	12.16	12.70
7	10.71	11.17	11.66	12.16	12.70	13.26
8	11.17	11.66	12.16	12.70	13.26	13.84
9	11.66	12.16	12.70	13.26	13.84	14.46
10	12.16	12.70	13.26	13.84	14.46	15.11
11	12.70	13.26	13.84	14.46	15.11	15.78
12	13.26	13.84	14.46	15.11	15.78	16.50
13	13.84	14.46	15.11	15.78	16.50	17.25
14	14.46	15.11	15.78	16.50	17.25	18.04
15	15.11	15.78	16.50	17.25	18.04	18.86
16	15.78	16.50	17.25	18.04	18.86	19.73
17	16.50	17.25	18.04	18.86	19.73	20.64
18	17.25	18.04	18.86	19.73	20.64	21.60
19	18.04	18.86	19.73	20.64	21.60	22.60
20	18.86	19.73	20.64	21.60	22.60	23.66
21	19.73	20.64	21.60	22.60	23.66	24.76
22	20.64	21.60	22.60	23.66	24.76	25.93

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2010
40 HOURS \$700 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.44	10.88	11.34	11.83	12.33	12.87
7	10.88	11.34	11.83	12.33	12.87	13.43
8	11.34	11.83	12.33	12.87	13.43	14.01
9	11.83	12.33	12.87	13.43	14.01	14.63
10	12.33	12.87	13.43	14.01	14.63	15.28
11	12.87	13.43	14.01	14.63	15.28	15.95
12	13.43	14.01	14.63	15.28	15.95	16.67
13	14.01	14.63	15.28	15.95	16.67	17.42
14	14.63	15.28	15.95	16.67	17.42	18.21
15	15.28	15.95	16.67	17.42	18.21	19.03
16	15.95	16.67	17.42	18.21	19.03	19.90
17	16.67	17.42	18.21	19.03	19.90	20.81
18	17.42	18.21	19.03	19.90	20.81	21.77
19	18.21	19.03	19.90	20.81	21.77	22.77
20	19.03	19.90	20.81	21.77	22.77	23.83
21	19.90	20.81	21.77	22.77	23.83	24.93
22	20.81	21.77	22.77	23.83	24.93	26.10

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2010
40 HOURS \$1060 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.60	11.04	11.50	11.99	12.49	13.03
7	11.04	11.50	11.99	12.49	13.03	13.59
8	11.50	11.99	12.49	13.03	13.59	14.17
9	11.99	12.49	13.03	13.59	14.17	14.79
10	12.49	13.03	13.59	14.17	14.79	15.44
11	13.03	13.59	14.17	14.79	15.44	16.11
12	13.59	14.17	14.79	15.44	16.11	16.83
13	14.17	14.79	15.44	16.11	16.83	17.58
14	14.79	15.44	16.11	16.83	17.58	18.37
15	15.44	16.11	16.83	17.58	18.37	19.19
16	16.11	16.83	17.58	18.37	19.19	20.06
17	16.83	17.58	18.37	19.19	20.06	20.97
18	17.58	18.37	19.19	20.06	20.97	21.93
19	18.37	19.19	20.06	20.97	21.93	22.93
20	19.19	20.06	20.97	21.93	22.93	23.99
21	20.06	20.97	21.93	22.93	23.99	25.09
22	20.97	21.93	22.93	23.99	25.09	26.26

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2010
40 HOURS \$1400 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.77	11.21	11.67	12.16	12.66	13.20
7	11.21	11.67	12.16	12.66	13.20	13.76
8	11.67	12.16	12.66	13.20	13.76	14.34
9	12.16	12.66	13.20	13.76	14.34	14.96
10	12.66	13.20	13.76	14.34	14.96	15.61
11	13.20	13.76	14.34	14.96	15.61	16.28
12	13.76	14.34	14.96	15.61	16.28	17.00
13	14.34	14.96	15.61	16.28	17.00	17.75
14	14.96	15.61	16.28	17.00	17.75	18.54
15	15.61	16.28	17.00	17.75	18.54	19.36
16	16.28	17.00	17.75	18.54	19.36	20.23
17	17.00	17.75	18.54	19.36	20.23	21.14
18	17.75	18.54	19.36	20.23	21.14	22.10
19	18.54	19.36	20.23	21.14	22.10	23.10
20	19.36	20.23	21.14	22.10	23.10	24.16
21	20.23	21.14	22.10	23.10	24.16	25.26
22	21.14	22.10	23.10	24.16	25.26	26.43

SCHEDULE B

CITY OF WATERTOWN, NEW YORK

ANNUAL RATES OF PAY FOR GRADES 6 - 24

EFFECTIVE JULY 1, 2011

GRADE	A	B	C	D	E	F
6	21333	22254	23231	24251	25318	26447
7	22254	23231	24251	25318	26447	27628
8	23231	24251	25318	26447	27628	28868
9	24251	25318	26447	27628	28868	30169
10	25318	26447	27628	28868	30169	31539
11	26447	27628	28868	30169	31539	32965
12	27628	28868	30169	31539	32965	34475
13	28868	30169	31539	32965	34475	36062
14	30169	31539	32965	34475	36062	37723
15	31539	32965	34475	36062	37723	39466
16	32965	34475	36062	37723	39466	41296
17	34475	36062	37723	39466	41296	43218
18	36062	37723	39466	41296	43218	45238
19	37723	39466	41296	43218	45238	47358
20	39466	41296	43218	45238	47358	49585
21	41296	43218	45238	47358	49585	51922
22	43218	45238	47358	49585	51922	54378
23	44591	46682	48876	51177	53599	56140
24	46682	48876	51177	53599	56140	58805

LONGEVITY PAYMENTS:

AFTER 6TH YEAR	350
AFTER 12TH YEAR	700
AFTER 18TH YEAR	1050
AFTER 25TH YEAR	1400

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 24

EFFECTIVE JULY 1, 2011
40 HOURS

GRADE	A	B	C	D	E	F
6	10.26	10.70	11.17	11.66	12.17	12.71
7	10.70	11.17	11.66	12.17	12.71	13.28
8	11.17	11.66	12.17	12.71	13.28	13.88
9	11.66	12.17	12.71	13.28	13.88	14.50
10	12.17	12.71	13.28	13.88	14.50	15.16
11	12.71	13.28	13.88	14.50	15.16	15.85
12	13.28	13.88	14.50	15.16	15.85	16.57
13	13.88	14.50	15.16	15.85	16.57	17.34
14	14.50	15.16	15.85	16.57	17.34	18.14
15	15.16	15.85	16.57	17.34	18.14	18.97
16	15.85	16.57	17.34	18.14	18.97	19.85
17	16.57	17.34	18.14	18.97	19.85	20.78
18	17.34	18.14	18.97	19.85	20.78	21.75
19	18.14	18.97	19.85	20.78	21.75	22.77
20	18.97	19.85	20.78	21.75	22.77	23.84
21	19.85	20.78	21.75	22.77	23.84	24.96
22	20.78	21.75	22.77	23.84	24.96	26.14
23	21.44	22.44	23.50	24.60	25.77	26.99
24	22.44	23.50	24.60	25.77	26.99	28.27

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2011
40 HOURS \$350 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.43	10.87	11.34	11.83	12.34	12.88
7	10.87	11.34	11.83	12.34	12.88	13.45
8	11.34	11.83	12.34	12.88	13.45	14.05
9	11.83	12.34	12.88	13.45	14.05	14.67
10	12.34	12.88	13.45	14.05	14.67	15.33
11	12.88	13.45	14.05	14.67	15.33	16.02
12	13.45	14.05	14.67	15.33	16.02	16.74
13	14.05	14.67	15.33	16.02	16.74	17.51
14	14.67	15.33	16.02	16.74	17.51	18.31
15	15.33	16.02	16.74	17.51	18.31	19.14
16	16.02	16.74	17.51	18.31	19.14	20.02
17	16.74	17.51	18.31	19.14	20.02	20.95
18	17.51	18.31	19.14	20.02	20.95	21.92
19	18.31	19.14	20.02	20.95	21.92	22.94
20	19.14	20.02	20.95	21.92	22.94	24.01
21	20.02	20.95	21.92	22.94	24.01	25.13
22	20.95	21.92	22.94	24.01	25.13	26.31

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2011
40 HOURS \$700 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.60	11.04	11.51	12.00	12.51	13.05
7	11.04	11.51	12.00	12.51	13.05	13.62
8	11.51	12.00	12.51	13.05	13.62	14.22
9	12.00	12.51	13.05	13.62	14.22	14.84
10	12.51	13.05	13.62	14.22	14.84	15.50
11	13.05	13.62	14.22	14.84	15.50	16.19
12	13.62	14.22	14.84	15.50	16.19	16.91
13	14.22	14.84	15.50	16.19	16.91	17.68
14	14.84	15.50	16.19	16.91	17.68	18.48
15	15.50	16.19	16.91	17.68	18.48	19.31
16	16.19	16.91	17.68	18.48	19.31	20.19
17	16.91	17.68	18.48	19.31	20.19	21.12
18	17.68	18.48	19.31	20.19	21.12	22.09
19	18.48	19.31	20.19	21.12	22.09	23.11
20	19.31	20.19	21.12	22.09	23.11	24.18
21	20.19	21.12	22.09	23.11	24.18	25.30
22	21.12	22.09	23.11	24.18	25.30	26.48

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2011
40 HOURS \$1050 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.76	11.20	11.67	12.16	12.67	13.21
7	11.20	11.67	12.16	12.67	13.21	13.78
8	11.67	12.16	12.67	13.21	13.78	14.38
9	12.16	12.67	13.21	13.78	14.38	15.00
10	12.67	13.21	13.78	14.38	15.00	15.66
11	13.21	13.78	14.38	15.00	15.66	16.35
12	13.78	14.38	15.00	15.66	16.35	17.07
13	14.38	15.00	15.66	16.35	17.07	17.84
14	15.00	15.66	16.35	17.07	17.84	18.64
15	15.66	16.35	17.07	17.84	18.64	19.47
16	16.35	17.07	17.84	18.64	19.47	20.35
17	17.07	17.84	18.64	19.47	20.35	21.28
18	17.84	18.64	19.47	20.35	21.28	22.25
19	18.64	19.47	20.35	21.28	22.25	23.27
20	19.47	20.35	21.28	22.25	23.27	24.34
21	20.35	21.28	22.25	23.27	24.34	25.46
22	21.28	22.25	23.27	24.34	25.46	26.64

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2011
40 HOURS \$1400 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.93	11.37	11.84	12.33	12.84	13.38
7	11.37	11.84	12.33	12.84	13.38	13.95
8	11.84	12.33	12.84	13.38	13.95	14.55
9	12.33	12.84	13.38	13.95	14.55	15.17
10	12.84	13.38	13.95	14.55	15.17	15.83
11	13.38	13.95	14.55	15.17	15.83	16.52
12	13.95	14.55	15.17	15.83	16.52	17.24
13	14.55	15.17	15.83	16.52	17.24	18.01
14	15.17	15.83	16.52	17.24	18.01	18.81
15	15.83	16.52	17.24	18.01	18.81	19.64
16	16.52	17.24	18.01	18.81	19.64	20.52
17	17.24	18.01	18.81	19.64	20.52	21.45
18	18.01	18.81	19.64	20.52	21.45	22.42
19	18.81	19.64	20.52	21.45	22.42	23.44
20	19.64	20.52	21.45	22.42	23.44	24.51
21	20.52	21.45	22.42	23.44	24.51	25.63
22	21.45	22.42	23.44	24.51	25.63	26.81

SCHEDULE C

CITY OF WATERTOWN, NEW YORK

ANNUAL RATES OF PAY FOR GRADES 6 - 24

EFFECTIVE JULY 1, 2012

GRADE	A	B	C	D	E	F
6	21760	22699	23696	24736	25824	26976
7	22699	23696	24736	25824	26976	28181
8	23696	24736	25824	26976	28181	29445
9	24736	25824	26976	28181	29445	30772
10	25824	26976	28181	29445	30772	32170
11	26976	28181	29445	30772	32170	33624
12	28181	29445	30772	32170	33624	35165
13	29445	30772	32170	33624	35165	36783
14	30772	32170	33624	35165	36783	38477
15	32170	33624	35165	36783	38477	40255
16	33624	35165	36783	38477	40255	42122
17	35165	36783	38477	40255	42122	44082
18	36783	38477	40255	42122	44082	46143
19	38477	40255	42122	44082	46143	48305
20	40255	42122	44082	46143	48305	50577
21	42122	44082	46143	48305	50577	52960
22	44082	46143	48305	50577	52960	55466
23	45483	47616	49854	52201	54671	57263
24	47616	49854	52201	54671	57263	59981

LONGEVITY PAYMENTS:

AFTER 6TH YEAR	350
AFTER 12TH YEAR	700
AFTER 18TH YEAR	1050
AFTER 25TH YEAR	1400

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 24

EFFECTIVE JULY 1, 2012 40 HOURS

GRADE	A	B	C	D	E	F
6	10.46	10.91	11.39	11.89	12.42	12.97
7	10.91	11.39	11.89	12.42	12.97	13.55
8	11.39	11.89	12.42	12.97	13.55	14.16
9	11.89	12.42	12.97	13.55	14.16	14.79
10	12.42	12.97	13.55	14.16	14.79	15.47
11	12.97	13.55	14.16	14.79	15.47	16.17
12	13.55	14.16	14.79	15.47	16.17	16.91
13	14.16	14.79	15.47	16.17	16.91	17.68
14	14.79	15.47	16.17	16.91	17.68	18.50
15	15.47	16.17	16.91	17.68	18.50	19.35
16	16.17	16.91	17.68	18.50	19.35	20.25
17	16.91	17.68	18.50	19.35	20.25	21.19
18	17.68	18.50	19.35	20.25	21.19	22.18
19	18.50	19.35	20.25	21.19	22.18	23.22
20	19.35	20.25	21.19	22.18	23.22	24.32
21	20.25	21.19	22.18	23.22	24.32	25.46
22	21.19	22.18	23.22	24.32	25.46	26.67
23	21.87	22.89	23.97	25.10	26.28	27.53
24	22.89	23.97	25.10	26.28	27.53	28.84

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2012
40 HOURS \$350 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.63	11.08	11.56	12.06	12.59	13.14
7	11.08	11.56	12.06	12.59	13.14	13.72
8	11.56	12.06	12.59	13.14	13.72	14.33
9	12.06	12.59	13.14	13.72	14.33	14.96
10	12.59	13.14	13.72	14.33	14.96	15.64
11	13.14	13.72	14.33	14.96	15.64	16.34
12	13.72	14.33	14.96	15.64	16.34	17.08
13	14.33	14.96	15.64	16.34	17.08	17.85
14	14.96	15.64	16.34	17.08	17.85	18.67
15	15.64	16.34	17.08	17.85	18.67	19.52
16	16.34	17.08	17.85	18.67	19.52	20.42
17	17.08	17.85	18.67	19.52	20.42	21.36
18	17.85	18.67	19.52	20.42	21.36	22.35
19	18.67	19.52	20.42	21.36	22.35	23.39
20	19.52	20.42	21.36	22.35	23.39	24.49
21	20.42	21.36	22.35	23.39	24.49	25.63
22	21.36	22.35	23.39	24.49	25.63	26.84

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2012

40 HOURS \$700 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.80	11.25	11.73	12.23	12.76	13.31
7	11.25	11.73	12.23	12.76	13.31	13.89
8	11.73	12.23	12.76	13.31	13.89	14.50
9	12.23	12.76	13.31	13.89	14.50	15.13
10	12.76	13.31	13.89	14.50	15.13	15.81
11	13.31	13.89	14.50	15.13	15.81	16.51
12	13.89	14.50	15.13	15.81	16.51	17.25
13	14.50	15.13	15.81	16.51	17.25	18.02
14	15.13	15.81	16.51	17.25	18.02	18.84
15	15.81	16.51	17.25	18.02	18.84	19.69
16	16.51	17.25	18.02	18.84	19.69	20.59
17	17.25	18.02	18.84	19.69	20.59	21.53
18	18.02	18.84	19.69	20.59	21.53	22.52
19	18.84	19.69	20.59	21.53	22.52	23.56
20	19.69	20.59	21.53	22.52	23.56	24.66
21	20.59	21.53	22.52	23.56	24.66	25.80
22	21.53	22.52	23.56	24.66	25.80	27.01

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2012
40 HOURS \$1050 LONGEVITY

GRADE	A	B	C	D	E	F
6	10.96	11.41	11.89	12.39	12.92	13.47
7	11.41	11.89	12.39	12.92	13.47	14.05
8	11.89	12.39	12.92	13.47	14.05	14.66
9	12.39	12.92	13.47	14.05	14.66	15.29
10	12.92	13.47	14.05	14.66	15.29	15.97
11	13.47	14.05	14.66	15.29	15.97	16.67
12	14.05	14.66	15.29	15.97	16.67	17.41
13	14.66	15.29	15.97	16.67	17.41	18.18
14	15.29	15.97	16.67	17.41	18.18	19.00
15	15.97	16.67	17.41	18.18	19.00	19.85
16	16.67	17.41	18.18	19.00	19.85	20.75
17	17.41	18.18	19.00	19.85	20.75	21.69
18	18.18	19.00	19.85	20.75	21.69	22.68
19	19.00	19.85	20.75	21.69	22.68	23.72
20	19.85	20.75	21.69	22.68	23.72	24.82
21	20.75	21.69	22.68	23.72	24.82	25.96
22	21.69	22.68	23.72	24.82	25.96	27.17

CITY OF WATERTOWN, NEW YORK

HOURLY RATES OF PAY FOR GRADES 6 - 22

EFFECTIVE JULY 1, 2012
40 HOURS \$1400 LONGEVITY

GRADE	A	B	C	D	E	F
6	11.13	11.58	12.06	12.56	13.09	13.64
7	11.58	12.06	12.56	13.09	13.64	14.22
8	12.06	12.56	13.09	13.64	14.22	14.83
9	12.56	13.09	13.64	14.22	14.83	15.46
10	13.09	13.64	14.22	14.83	15.46	16.14
11	13.64	14.22	14.83	15.46	16.14	16.84
12	14.22	14.83	15.46	16.14	16.84	17.58
13	14.83	15.46	16.14	16.84	17.58	18.35
14	15.46	16.14	16.84	17.58	18.35	19.17
15	16.14	16.84	17.58	18.35	19.17	20.02
16	16.84	17.58	18.35	19.17	20.02	20.92
17	17.58	18.35	19.17	20.02	20.92	21.86
18	18.35	19.17	20.02	20.92	21.86	22.85
19	19.17	20.02	20.92	21.86	22.85	23.89
20	20.02	20.92	21.86	22.85	23.89	24.99
21	20.92	21.86	22.85	23.89	24.99	26.13
22	21.86	22.85	23.89	24.99	26.13	27.34

